

eMudhra SPA

SUBSCRIBER PARTY AGREEMENT Version 1.0



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eMudhra CA Subscriber Agreement (“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 **eMudhra** and he shall not be entitled to avail and use DSC if he does not agree any of the terms of this Agreement. The Subscriber agrees that by submitting application for issuance of DSC he shall adhere to all the terms of this Agreement and the Certification Practice Statement (“CPS”) and all other rules and instructions stipulated by eMudhra CA from time to time.

1. This Agreement shall become effective immediately upon successful processing of the application by eMudhra CA and the subsequent issuance of the Digital Signature Certificate and shall remain valid till the period the DSC remains valid. All payment obligations shall survive any termination or expiration of this Agreement.
2. The Subscriber agrees to provide full information sought by eMudhra CA or its duly authorised Agents, 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 eMudhra 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 eMudhra CA of any change in the information furnished by him while making the application for DSC.
3. The Subscriber shall indemnify, defend and hold eMudhra CA and its representatives harmless from all claims, damages, demands, liabilities, costs and expenses that caused to eMudhra CA by reason of false, untrue or incomplete information provided by Subscriber.
4. 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.
5. The Subscriber shall be the sole owner of the private key installed on the Subscriber’s 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 eMudhra CA in the event there is any incident of compromise of his private key. The Subscriber agrees that neither eMudhra 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.
6. The Subscriber is aware of and has voluntarily given his consent for the publication of the DSC on the eMudhra 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 eMudhra CA shall not violate any right to confidentiality of the Subscriber.
7. The Subscriber undertakes that he shall not use the DSC issued by eMudhra CA for any activity not permitted by law of the country or which is not in the interest of nation.

8. 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, on account of any dispute arising after issuance of Digital Signature Certificate by eMudhra.
9. It is agreed by and between the parties that The Electronic Transaction Act (Certificate Authorities) Regulations 2010 and any subsequent amendments shall govern all services provided under this Agreement.
10. The Subscriber must read and adhere the terms set forth in the CPS which has been displayed on www.emudhra.mu, the website of eMudhra CA and shall use DSC only in accordance with the terms laid down in CPS. eMudhra 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. The Subscriber shall not have any right to claim compensation, refund of fees or indemnity from eMudhra CA and its agents and representatives upon such revocation.
13. Except as expressly stated in this Agreement eMudhra 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. eMudhra CA disclaims any implied warranties of merchantability and fitness for a particular purpose as to eMudhra CA products and also disclaims implied warranty of workmanlike quality for services provided by eMudhra CA.
14. In no event shall eMudhra 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 eMudhra CA has reason to know or has been advised of the possibility of such damages.
15. In no event will the aggregate liability of eMudhra CA to all parties (including the subscriber party) exceed the cost of particular Digital Signature Certificate on account which such liability has arisen.
16. The Subscriber shall indemnify, defend and hold eMudhra CA, Certifying Authorities, Local Agent, 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 eMudhra to the Subscriber under this Agreement shall be the property of eMudhra CA and the IPR shall stay with eMudhra CA.

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, eMudhra shall have the right to terminate the Agreement or undertake such steps as it may deem appropriate.
19. eMudhra CA 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 by eMudhra CA and the same may be amended in accordance with the terms laid down in CPS from time to time by eMudhra CA only. The amended version of CPS is published in the eMudhra CA website (www.eMudhra.mu). If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.
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 Mauritius.
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 Person or authorities appointed provisions of the Electronic Transactions Act 2000.
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 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, all Annexure, 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.