



Australian Competition and Consumer Commission

Subscriber Agreement

Version: 1.03

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YOU MUST READ THIS AUSTRALIAN COMPETITION AND CONSUMER COMMISSION (ACCC) CERTIFICATE SUBSCRIBER AGREEMENT (AGREEMENT) BEFORE APPLYING FOR, ACCEPTING, OR USING AN ACCC DIGITAL CERTIFICATE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

1. Background

- 1.1 The ACCC has approved DigiCert (Australia) Pty Ltd (DigiCert) to provide certain Public Key Infrastructure (PKI) services.
- 1.2 You wish to obtain a Digital Certificate of the type offered by ACCC PKI services.
- 1.3 The ACCC Certification Services, and the use of the Certificate, are governed by the ACCC Certificate Policy (CP), as amended from time to time, which is incorporated in its entirety into this Agreement. This Agreement contains some important matters dealt with within the CP. For full details of the obligations of the ACCC Certificate Authority, the ACCC Registration Authority, Subscribers, Relying Parties, and all other PKI Entities, please refer to the CP.
- 1.4 Documents referred to in this Agreement are published in the repository at <https://www.cdr.gov.au/>, unless otherwise indicated.

2. Interpretation

- 2.1 Expressions used in this Agreement have the same meanings as they have under the ACCC Certification Practice Statement (CPS) and the CP.

3. Obligations

- 3.1 This Agreement will become binding and effective on the date you use or accept a Certificate, at which point you become a Subscriber for the purposes of the CP. “You” shall mean you individually and/or on behalf of your Organisation.
- 3.2 By accepting this Agreement, you:
 - (a) request that the ACCC CA issues you with a Certificate identifying you (and, if applicable, your Organisation or Device) in accordance with the CP;
 - (b) agree to comply with the terms of the CP, including, without limitation, the following sections:

Section 9.6 (Confidentiality of Business Information);

Section 9.7 (Privacy of Personal Information);

Section 9.8 (Intellectual Property Rights);

Section 9.9.2 (Representation and Warranties – Subscriber Representation);

Section 9.10 (Disclaimer of Warranty);

Section 9.11 (Limitations of Liability);

Section 9.12.2 (Indemnification by Subscribers);

Section 9.15.1 (Dispute Resolution Provisions);

Section 9.15.2 (Governing Law); and

Section 9.15.3 (Compliance with Applicable Law).

- (c) if you have applied for and have been issued an ACCC Device or Server Certificate, then the following applies to you: You further acknowledge and agree that, on your instructions (which may be communicated by means of an email digitally-signed with your Private Key), the ACCC may: (i) issue Certificates for use by Devices or Servers identifying your Organisation and the nominated application, device, server, process or service; or (ii) revoke Certificates; and perform such other actions as specified in the CP.

4. Privacy

- 4.1 The ACCC will treat and process the data you provide in your certificate application in accordance with the ACCC Privacy Statement, as amended from time to time and accessible from: <https://www.accc.gov.au/publications/accc-aer-privacy-policy>. You agree and consent that the ACCC may use your Certificate information that you provide in your application. The ACCC may also (i) publish your Certificate, and information contained therein, in the Repository and other third-party sites; and (ii) use such information for the purposes set out in this Agreement and in the ACCC Privacy Statement. For further information on processing of customer data, please see the applicable ACCC Privacy Statement.

5. Procedure for amendments to this Agreement

- 5.1 If the ACCC requires an amendment or correction to be made to this Agreement, the procedure for amendments set out at clause 9.14.1 of the CPS will apply.
- 5.2 Your continued use of a Certificate will be deemed to indicate your acceptance of any amendments made to the terms of this Agreement.

SIGNED for and on behalf of *[insert name of company and ABN]* by its duly authorised representative who warrants that they have the authority to sign this Agreement on behalf of *[insert name of company]*

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date