

# Aviareto

## Subscriber Agreement

### Important Notice

You must read this Subscriber Agreement before applying for, accepting, or using an Aviareto MPKI Issuing Authority Certificate (a "Certificate"). If you do not agree to the terms of this Subscriber Agreement, do not apply for, accept, or use the Certificate. On application for a Certificate, you will be asked to confirm that you have read and agree to the terms of this Subscriber Agreement.

This Subscriber Agreement does not substitute or replace the Certificate Policy under which the Issuing Authority issues Certificates. You must read the Certificate Policy which ultimately controls the provision of Certificates and associated services before you apply for a Certificate.

For your convenience, a summary of some important points of the Certificate Policy is set out in the form of a PKI Disclosure Statement available at <http://certpolicy.aviareto.aero/policy>.

Capitalised terms used in this Subscriber Agreement, the PKI Disclosure Statement and the Certificate Policy, unless otherwise defined in this Subscriber Agreement, are defined in the Glossary at Appendix 1 of the Certificate Policy available at <http://certpolicy.aviareto.aero/policy>. References in this Subscriber Agreement to the Issuing Authority are to the Issuing Authority in its capacity as both Issuing Authority and Policy Authority.

This Subscriber Agreement will become effective on the issue of a signed Certificate from the Aviareto MPKI Issuing Authority.

Before using the Certificate issued to you, you should review it to confirm the accuracy of the information contained within it.

### Your Obligations

By applying for a Certificate (and submitting information requested as part of your application), you are requesting that the Issuing Authority issue a Certificate to you, or a Subject acting on your behalf; and you are expressing your agreement to the terms of this Subscriber Agreement. You understand that the Aviareto MPKI Issuing Authority Trust Services are governed by the Certificate Policy at <http://certpolicy.aviareto.aero/policy> as may be amended from time to time, and which is incorporated by reference into this Subscriber Agreement.

You agree and warrant that:

- you have read the Certificate Policy and will abide by all its terms.
- the information that is provided in support of your application for a Certificate is true and accurate.
- you hold such rights, as are necessary in connection with this Subscriber Agreement and the issue to you of any Certificate, to any trademarks or other such information submitted during the application for a Certificate.
- you will use the Certificate and any associated Trust Services only in accordance with the Certificate Policy and the usages authorised by the Aviareto MPKI Issuing Authority as specified in the issued Certificate.
- you will keep secret and strictly confidential all Activation Data that you use, or any of your authorised users of the Trust Services use, in obtaining Authenticated access to the Trust Services.

- you will protect such Activation Data from access by anyone or anything other than yourself until it is securely destroyed or deleted.
- no unauthorised person has, or has ever had, access to the secret information that you use in obtaining Authenticated access to the Trust Services.
- you shall immediately inform the Issuing Authority or its nominated representative, should such Activation Data be compromised or be suspected of being compromised.
- you acknowledge that the Aviareto MPKI Issuing Authority at its sole discretion may revoke any Certificate issued by it.

You shall:

- only access and use the Certificate in connection with the Aviareto MPKI Issuing Authority Trust Services, as permitted in the Certificate Policy and for no other purposes;
- not decompile, reverse engineer or modify, or attempt to decompile, reverse engineer or modify, the Certificate or the Aviareto MPKI Issuing Authority Certification Trust Services;
- not use, or authorize others to use, any part of the Aviareto MPKI Issuing Authority Trust Services in any application in which the failure of the Aviareto MPKI Issuing Authority Trust Services could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. You acknowledge that any express or implied warranty of fitness for High-Risk Applications are expressly disclaimed;
- comply with Entrust (Europe) Limited's (Entrust's) acceptable use policy, as may be reasonably modified from time to time, available on Entrust's website at <https://www.entrust.com/-/media/documentation/productsupport/entrust-idaas-aup.pdf>.

You shall use only such Key generation or storage devices as are specified in Section 6 of the Certificate Policy.

### **Indemnification**

You hereby agree to indemnify and keep indemnified the Aviareto MPKI Issuing Authority from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with:

- Use of Certificates and / or Public / Private Key pairs Issued under the Certificate Policy in a manner that is not in accordance with this Subscriber Agreement and / or the Certificate Policy; and
- Your negligence, default or breach of this Subscriber Agreement and / or the Certificate Policy in any other manner.

### **Data Privacy**

You acknowledge that certain information provided by you at the time of enrolment will be embedded in a Certificate, and may be published in a directory of Certificates and Revocation Information where required for the purpose of operating the Trust Services. You acknowledge that this information may be disclosed as set out above and understand that you have the right to correct any information about you. Further information on your rights in this respect is to be found in the Privacy Policy.

### **Liability**

Aviareto MPKI Issuing Authority assumes no liability whatsoever other than as set out in the Certificate Policy and the PKI Disclosure Statement.

The Aviareto MPKI Issuing Authority's liability may be limited or vary, as specified in the Certificate Policy and the PKI Disclosure Statement.

Aviareto MPKI Issuing Authority shall not be liable for any consequential, indirect or incidental damages, nor for any loss of business, loss of profit or loss of management time, whether foreseeable or unforeseeable, arising out of breach of any express or implied warranty, breach of contract, tort, misrepresentation, negligence, strict liability however arising, or in any other way arising from or in relation to the use of or reliance on, any Certificate except only where otherwise required by applicable law.

To the greatest extent permitted by applicable law, the Issuing Authority excludes all representations and warranties, express or implied, statutory or otherwise, unless specifically included in this Subscriber Agreement.

To the extent permitted by applicable laws, rules or regulations, any liability or responsibility of Entrust (including its affiliates, licensors, suppliers and hosting providers) to you as Manufacturer and / or Repository is excluded. No representations and / or warranties are given on behalf of Entrust, whether express, implied, statutory, or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, or non-infringement. In accordance with applicable law and to the extent possible, you acknowledge that the Issuing Authority may seek to enforce Entrust's rights under this Subscription Agreement or allow Entrust to enforce same as a third-party beneficiary.

#### **General**

Each point of this Subscriber Agreement is separate and the invalidity or unenforceability of any point for any reason will not affect the validity or enforceability of any other point. This Subscriber Agreement is published by the Aviareto MPKI Issuing Authority. Any claims, complaints, disputes or proceedings in connection with the provision of Certificates, the Certificate Status Information, the Repository or any other digital certification service by the Aviareto MPKI Issuing Authority or with this Subscriber Agreement must be pursued according to the provisions of the Certificate Policy.

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