

Comodo Certificate Subscriber Agreement



COMODO CERTIFICATE SUBSCRIBER AGREEMENT

This Comodo Certificate Subscriber Agreement (this "**Agreement**"), dated 11/07/2018, is by and between Comodo CA Limited, a limited company formed under the laws of England and Wales with registered number 04058690 ("**Comodo**"), and United GULF GATE Gen. Trd. Co, a _____ company with offices at _____ Office21 - Justice Tower - Fahad Al Salem St. - Qibla - Kuwait City - Satate Of Kuwait ("**Subscriber**").

WHEREAS, Comodo is a certificate authority and issuer of Certificates that secure online communications, WHEREAS, Subscriber wishes to be validated by Comodo and issued one or more Certificates, and WHEREAS, Comodo and Subscriber desire to set forth the terms and conditions that govern Subscriber's application for and use of a Certificate issued from Comodo;
NOW, THEREFORE, in consideration of the mutual obligations set forth herein, Comodo and Subscriber agree as follows:

1. Definitions.

- 1.1. "**Application Software Suppliers**" means a developer of Internet browser software or other software that displays or uses Comodo's Certificates and distributes Comodo's root Certificates, such as Google Inc., Microsoft Corporation, Mozilla Foundation, and Opera Software ASA.
- 1.2. "**Certificate**" means a digitally signed electronic data file issued by Comodo to a person or entity seeking to conduct business over a communications network which contains the identity of the person authorized to use the Digital Signature, a copy of their Public Key, a serial number, a time period during which the data file may be used, and a Digital Signature issued by Comodo.
- 1.3. "**Certificate Approver**" means a natural person who is either Subscriber, employed by Subscriber, or an authorized agent who has express authority to represent Subscriber to (i) act as a Certificate Requester and to authorize other employees or third parties to act as a Certificate Requester, and (ii) to approve Certificate Requests for EV Certificates submitted by other Certificate Requesters.
- 1.4. "**Certificate Requester**" means a natural person who is either the Subscriber, employed by the Subscriber, an authorized agent who has express authority to represent the Subscriber, or a third party (such as an ISP or hosting company) that completes and submits a Certificate Request for an EV Certificate on behalf of Subscriber.
- 1.5. "**CPS**" refers to the documents explaining Comodo's policies and procedures when operating its PKI infrastructure.
- 1.6. "**Confidential Information**" means all material, data, systems, technical operations, and other information concerning Comodo's business operations that is not known to the general public, including all information about the Certificate issuance services (such as all Private Keys, personal identification numbers and passwords).
- 1.7. "**Client Certificate**" means a Certificate that is validated by Subscriber and provided by Comodo that both (i) encrypts and adds a Digital Signature to emails sent by Subscriber or its employees, agents, or contractors and (ii) can be used by employees, agents, or contractors of Subscriber to authenticate access to Subscriber's secure domains.
- 1.8. "**Digital Signature**" means an encrypted electronic data file which may be attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.
- 1.9. "**DV Certificate**" means a Certificate that is validated by confirming the domain name listed in the Certificate.
- 1.10. "**EV Certificate**" means a Certificate signed to Comodo's EV root certificate and that complies with the EV Guidelines.
- 1.11. "**EV Guidelines**" refers to the official, adopted guidelines governing EV Certificates as established by the CA/Browser Forum that are available online at <http://www.cabforum.org>.
- 1.12. "**OV Certificate**" means a Certificate that is validated by confirming the existence of the entity named in the Certificate and the domain name listed in the Certificate.
- 1.13. "**Privacy Policy**" means Comodo's policies and practices about information privacy accessible via the website: <https://www.comodoca.com/en-us/privacy-policy/>.
- 1.14. "**Private Key**" means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, and decrypt files or messages which have been encrypted with a Public Key.
- 1.15. "**Public Key**" means a publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures and encrypt files or messages.
- 1.16. "**Relying Party**" means an entity, other than Subscriber, that acts in reliance on a Certificate or a Digital Signature.
- 1.17. "**Relying Party Agreement**" refers to an agreement located on the Comodo Repository that governs a Relying Party's use of the Certificate when transacting business with the Subscriber's website.
- 1.18. "**Relying Party Warranty**" refers to a warranty offered by Comodo to a Relying Party under the terms and conditions found in the Comodo Relying Party Agreement in connection with the Relying Party's use of a Certificate.
- 1.19. "**Repository**" means a publicly available collection of information and databases relating to Comodo's Certificate practices and which is available at <https://www.comodoca.com/en-us/legal/>.
- 1.20. "**Services**" means the Certificates ordered hereunder along with any related TrustLogos and/or Comodo software, and documentation.
- 1.21. "**TrustLogo**" means a logo provided by Comodo for use on a Subscriber's site in connection with an issued Certificate.

2. Subscription Service and Products.

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- of Comodo. Any transfer without consent is void. Comodo may assign its rights and obligations without Subscriber's consent.
- 13.12. Governing Law and Venue. This Agreement and any disputes relating to the Certificates provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of New Jersey, if Subscriber is located in North America; or (b) the laws of England and Wales, if Subscriber is located outside of North America. The parties agree to the exclusive jurisdiction of (a) the courts of New Jersey if Subscriber is located in North America, or (b) the courts of England and Wales if the Subscriber is located outside of North America.
- 13.13. Severability. Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.
- 13.14. Survival. All provisions of this Agreement related to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 13.15. Rights of Third Parties. Except for Application Software Suppliers, nothing in this Agreement is intended or shall be construed to give any person or entity any legal or equitable right, remedy, or claim under or in respect of this Agreement.
- 13.16. Counterparts; Integration; Effectiveness. This Agreement may be executed by written, facsimile or electronic means, and in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

The parties are signing this Agreement as of the date listed in the introductory paragraph.

Comodo CA Limited

By (Signature): _____

Name (Print): _____

Title: _____

Address for Notices:

Comodo CA Limited
ATTN: Legal Department
26 Office Village, 3rd Floor
Exchange Quay, Trafford Road
Salford, Manchester, M5 3EQ
United Kingdom

With a copy to:

legalnotices@comodoca.com

Subscriber

By (Signature):  _____

Name (Print): Hasan Al Rashidi

Title: CEO

Address for Notices:

Office21 - Justice Tower - Fahad Al
Salem St. - Qibla - Kuwait City -
Satate Of Kuwait
Tel : +965 - 1880005
Fax : +965 - 22413877
with a copy to

Email : hasan@xontel.com

