

This Contract is between you and BT for the provision of your ID Certificate, and by submitting the completed applicable Enrolment Form, you are accepting the terms and conditions of this Contract.

## **1 Definitions**

### **In this Contract:**

<b>BT</b>	means British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ registered in England No. 1800000.
<b>BT CPS</b>	means the BT Certificate Practice Statement, which describes the practices and procedures used by BT to operate its certificate management Service.
<b>BT Group Company</b>	means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
<b>Certificate</b>	means a digital record issued and digitally signed by BT in accordance with the authentication requirements of the Service.
<b>Compromise</b>	means an unauthorised disclosure of, or loss of control over your Private Key; a violation or suspected violation of BT's or your organisation's security policy; or bankruptcy of your organisation.
<b>Contract</b>	means these conditions and the Enrolment Form.
<b>Customer Data</b>	means information provided by you about yourself, or confirmed by your organisation where applicable, to BT.
<b>Enrolment Form</b>	means the on line form used by you to apply for a Certificate.
<b>Helpdesk</b>	means the BT helpdesk who provide email support for your enquiries about your Certificate.
<b>Operational Service Date</b>	means the date when the Certificate is first made available to you.
<b>PIN</b>	means a personal identification alpha-numeric code.
<b>Private Key</b>	means a mathematical key (kept secret by you) which when used with its corresponding Public Key allows you to digitally sign and encrypt emails, and to provide proof of your identity to access secure web sites.
<b>Public Key</b>	means a mathematical key (which is generally available) which when used with its corresponding Private Key allows you to digitally sign and encrypt emails, and to provide proof of your identity to access secure web sites.
<b>Repository</b>	means a database, accessible on-line, containing Certificates, Customer Data and other information relating to the Service.
<b>Service</b>	means the certification authority services provided by BT in managing Certificate authentication, generation and life cycle support of your Certificate, in accordance with the Scheme and BT CPS.
<b>Scheme</b>	means the Government Gateway scheme for e-Government services in the UK.

## **2 PROVIDING YOUR CERTIFICATE**

2.1 BT agrees to provide you with a Certificate containing either:

(a) for individual Certificates

- your name
- address
- email address; and
- date of birth;

(b) for organisation Certificates

- your name
- your organisation's name
- your organisation's address; and
- your email address at your organisation

Certificates are provided to individuals, and to individuals representing their organisation to interact with the UK Government via the Scheme and to secure email.

2.2 BT reserves the right to refuse to issue a Certificate to you if:

- (a) BT is unable to validate conclusively the Customer Data you provide on the Enrolment Form, to be determined at BT's absolute discretion; and
- (b) BT believes that you may have submitted fraudulent, false or misleading information in support of your application

2.3 You apply for your Certificate by:

- (a) completing the applicable Enrolment Form at:
- (b) <http://www.ignite.com/application-services/products/verisign/products/idcerts.htm> ; and
- (c) submitting the supporting documentation for authentication to BT as described on the Enrolment Form.

2.4 BT aims to provide your Certificate within 7 days of receipt of your supporting documentation for your Certificate application as described on the Enrolment Form. All dates are subject to you providing complete and accurate Customer Data and payment details on the Enrolment Form, and subject to your prompt response to administrative requirements for authentication by BT for the Scheme.

2.5 On the Operational Service Date BT will send you a PIN at the e-mail address specified by you on the Enrolment Form. To collect your Certificate, you must enter your PIN on the download Certificate page (as specified in the email), together with the presentation of the correct corresponding Private Key by the your browser.

2.6 You acknowledge that your Customer Data contained in your Certificate will be made publicly available.

## **3 SERVICE**

3.1 You acknowledge that once your Certificate has been issued, BT shall have no continuing duty to monitor or otherwise investigate the accuracy of your Customer Data contained in your Certificate.

3.2 It is technically impossible to provide a fault free Service and BT does not undertake to do so. BT will however repair any known faults as soon as it reasonably can.

3.3 Occasionally BT may:

- (a) change the technical specification of the Service, provided that any change does not materially affect the use of your Certificate ; or

- (b) suspend the Service for repair, maintenance, improvement or because of an emergency;

Before doing so BT will give you as much notice as possible, and restore the Service as soon as it reasonably can.

3.4 This Contract is solely for the provision of your Service. You are responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

3.5 BT promises solely to you that so long as the Certificate has not expired or been revoked:

- (a) there are no data transcription errors in your Certificate relating to the Customer Data supplied by you when enrolling for your Certificate; and
- (b) the Certificate meets all BT material requirements set out in this Contract.

3.6 BT will:

- (a) revoke a Certificate if you tell us of a Compromise, a procedural discrepancy in the issuance of your Certificate or if you request that we revoke your Certificate in accordance with this Contract;
- (b) notify you at the email address provided by you on the Enrolment Form of any facts known to BT that materially affect the validity and reliability of your Certificate;
- (c) publish your Certificate on the Repository on the Operational Service Date where it will remain for a maximum period of 5 years from revocation or expiry; and
- (d) revoke your certificate when BT reasonably believes that a Compromise has occurred.

## **4 DURATION**

4.1 Your Contract begins on the date that you submit the Enrolment Form to BT and will continue until terminated in accordance with this Contract.

4.2 Your Certificate will be valid for 730 days from and including the Operational Service Date.

## **5 Your Use of the Service**

5.1 You are solely responsible for the generation of your Private Key.

5.2 You are responsible for the security and proper use of all PINs, Private Keys and passwords used in connection with your Certificate, and for protecting them from Compromise.

5.3 If you:

- (a) attempt to modify a PIN, a Private Key or a Public Key; or
- (b) forget or lose your PIN or password, and also your Private Key;

BT will be unable to repair or replace your Certificate. In these circumstances, you must contact the Helpdesk to revoke your Certificate after which this Contract will terminate. Before BT will revoke your Certificate, you must satisfy such security checks as BT may operate.

5.4 You must immediately tell BT if you believe that there has been or is likely to be a Compromise of your Certificate.

5.5 You must not attempt to circumvent the system security or access the source software or compiled code of the Service.

5.6 You are responsible, for the provision of all equipment, software and internet access required for your use of the Service and must ensure that any equipment you use to access the Service is technically compatible and

approved for that purpose under any relevant legislation. You acknowledge that BT is not responsible for providing any support, whether technical or otherwise, for any computing equipment you make use of to access the Service. BT has no responsibility for any information, software, services (other than your Certificate which is delivered via the internet) or other materials obtained by you using the internet.

- 5.7 Your Certificate is provided solely for your own use and must not be passed on to anyone else to access the Scheme.
- 5.8 You are solely responsible for any transactions of any kind entered into between you and the Scheme, or any third party accessing or acting in reliance on the Service. BT will not be a party to or in anyway responsible for any transaction between you, the Scheme or any third party.
- 5.9 You warrant that all Customer Data is accurate at the time of application and does not include any information or material, any part of which, or the accessing of which, or the use of which, is a criminal offence or otherwise unlawful. For organisational Certificates, you warrant that you have been authorised to apply for a Certificate to act on behalf of your organisation.
- 5.10 The Service must not be used:
- (a) to send, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
  - (b) to cause annoyance, inconvenience or needless anxiety; or
  - (c) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party.
- 5.11 If you or anyone else, with or without your knowledge or approval, uses your Certificate in contravention of paragraphs 5.1 to 5.10 and 5.12 inclusive, BT may treat the contravention as a breach of this Contract for the purposes of paragraph 11. In such an event, BT may, without notice, revoke your Certificate.
- 5.12 Notwithstanding any other provision in this Contract, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract. Nothing in this Contract shall affect any right or remedy of a third party which exists or is available other than as a result of the aforementioned Act.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 You will not copy, decompile (except as permitted by law) or modify any software, web pages or other documentation, which BT uses to provide the Service, which BT may update at its discretion.
- 6.2 Unless otherwise provided, you acknowledge that:
- (a) Certificates (excluding your Public Key, Private Key and Customer Data), BT Public Keys, and BT Private Keys are the property of BT or its licensors; and
  - (b) your Public Key, Private Key and Customer Data belong to you.
- 6.3 You agree not to make any misrepresentation concerning the nature, features, functionality, capabilities, validity, reliability or the reliance that may be placed on your Certificate, the BT Service generally, or your contractual relationship with BT.
- 6.4 You agree not to use the BT name, brand, or logo in any way except with BT's prior written consent.

## **7 CONFIDENTIALITY**

- 7.1 You and BT will keep in confidence any written or oral information of a confidential nature obtained under this Contract. Without the written consent of the other, you and BT will not disclose that information to any person, other than (where applicable) employees of your organisation, or in the case of BT, the employees of a BT Group Company who need to know the information.

7.2 You acknowledge that in order to provide the Service, BT or its agents must examine, evaluate, and otherwise process your Customer Data, and that BT may choose or be required to send your Customer Data outside the European Economic Area for processing. You grant BT permission to process or permit others (wherever located) to process your Customer Data in a manner BT considers reasonably necessary for the provision of the Service.

7.3 This paragraph 7 will not apply to any information:

- (a) which has been published other than through a breach of this Contract;
- (b) lawfully in the possession of the recipient before the disclosure under this Contract took place;
- (c) obtained from a third party who is free to disclose it;
- (d) which is independently developed; and
- (e) which a party is requested to disclose and if it did not could be required by law to do so.

7.4 This paragraph 7 will remain in effect for 5 years after the termination of this Contract.

## **8 CHARGES, CANCELLATION, TERMINATION AND REFUNDS**

8.1 The charge for the Service will be that shown on the Enrolment Form and you will be charged on the Operational Service Date.

8.2 You acknowledge that you may be subject to BT's credit vetting procedures.

8.3 You may cancel your application for a Certificate without charge at any time before the Operational Service Date.

8.4 You may terminate this Contract without notice at any time after the Operational Service Date, but you will not receive a refund. If you do this, BT will revoke your Certificate issued to you under this Contract, as described in paragraphs 3.6(a) and 3.6(c).

8.5 BT may terminate this Contract on 28 days notice to you. On expiry of this notice, BT will revoke the Certificate issued to you under this Contract, as described in paragraphs 3.6(a) and 3.6(c).

8.6 The expiry or sooner termination of this Contract is without prejudice to all rights accrued to either you or BT at the date of termination.

## **9 LIMITATION OF LIABILITY**

9.1 BT accepts unlimited liability for death or personal injury resulting from its negligence and paragraphs 9.2 and 9.3 do not apply to such liability.

9.2 BT is not liable to you, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.

9.3 BT's liability to you either in contract, tort (including negligence) or otherwise in relation to this Contract is limited to 125% of the value of the amounts paid by you to BT in relation to your Certificate, for any single incident or series of related incidents, during this Contract.

9.4 The liability limits set out in paragraph 10.3 govern all of your uses of the Service, including without limitation your reliance on Certificates issued to third parties.

9.5 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

## **10 MATTERS BEYOND EITHER PARTIES' REASONABLE CONTROL**

- 10.1 Neither you nor BT will be liable to the other if you or BT are unable to perform any obligation under this Contract because of a matter beyond either of our reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving your or BT's employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of suppliers to either you or BT.
- 10.2 BT will have no liability to you for failure to supply the Service if BT is prevented by restrictions of a legal or regulatory nature from supplying the Service.
- 10.3 If any of the events detailed in paragraphs 10.1 or 10.2 continue for more than 30 days either party may serve notice on the other terminating this Contract.

## **11 BREACHES OF THIS CONTRACT**

- 11.1 You or BT may terminate this contract without notice if either:
- (a) commits a material breach of the terms of this Contract which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
  - (b) commits a material breach of this Contract which cannot be remedied; or
  - (c) is repeatedly materially in breach of this Contract.

If you cause any of these events, BT may revoke your Certificate without prejudice to its right to terminate this Contract. Where a Certificate is revoked under this paragraph, you must continue to abide by the terms of this Contract.

- 11.2 You or BT may terminate this Contract without notice if either BT, you or your organisation (where applicable):
- (a) is the subject of a bankruptcy order; or
  - (b) becomes insolvent; or
  - (c) makes any arrangement or composition with or assignment for the benefit of its creditors; or
  - (d) goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, receivership or administration.
- 11.3 If you or BT delay in acting upon a breach of this Contract it will not be regarded that the breach has been waived, and if you or BT waives a breach of this Contract, that waiver is limited to that particular breach.

## **12 OTHER THINGS THAT BT SHOULD TELL YOU**

- 12.1 It is your responsibility to obtain and keep in force any licence necessary to use your Certificate or the Service if you intend to use them outside of the United Kingdom.
- 12.2 You and BT may not assign or transfer any of its rights or obligations under this Contract, without the written consent of the other, except that BT may assign its rights or obligations (or both) to a BT Group Company without consent.
- 12.3 This Contract contains the entire understanding and agreement between you and BT, and supersedes all previous written or oral agreements relating to this subject matter.
- 12.4 You and BT acknowledge and agree that in connection with this Contract our only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

12.5 Notices given under this Contract, except under paragraph 3.3, must be sent by email as follows:

- (a) to BT at: [support@trustwise.com](mailto:support@trustwise.com) or any alternative contact point that BT notifies to you; and
- (b) to you at the email address on the Enrolment Form or any alternative email address that you tell us.

12.6 This Contract is governed by the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

Doc: ID Certificate End User Contract Issue 1 Dated 12<sup>th</sup> September 2002  
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