# Subscriber Agreement

**Article 1 (Purpose)**

The purpose of this Subscriber Agreement(“Agreement”) is to define the rights and obligations as well as duties, responsibilities, and other terms of use between NAVER Cloud Trust Services Corporation (“Company”) and the entity (“Subscriber”) in connection with Certificate for SSL ("Certificate") provision and All Certificate Related Services ("Certificate Service").

**Article 2 (Definitions)**

The terms used in this Agreement are as follows:
1. "Certificate" means an electronically signed data file containing the identity, public key copy, and serial number issued by the Company to the person or entity seeking to do business over the network. Certificates include the length of time the data file can be used, and the digital signature issued by the Company.
2. "Certificate Policy/Certificate Practice Statement (CP/CPS)" means a document that describes the Company's policies and procedures for operating infrastructure to provide certification services.
3. "Confidential Information" means all important data, systems, technical work and other information related to the operation of the Company's business, including all information pertaining to the certificate issuance service that is not disclosed to the general public (all private keys, personal identification numbers, passwords, etc.).
4. "Digital signature" means an encrypted electronic data file attached to or logically associated with other electronic data, which is created using the signer's private key and is uniquely associated with the signer of the electronic data. Digital signatures include subsequent changes to electronic data.
5. "Private Key" means a confidential electronic data file designed to interact with a public key using the same encryption algorithm, and can be used to create a digital signature and decrypt a file or message encrypted with a public key.
6. "Public Key" is an encrypted electronic data file that can be used to verify digital signatures and encrypt files or messages, and is designed to interact with the private key using the same encryption algorithm.
7. "Certification" means the act of verifying and certifying that a private key is unique to a Subscriber.
8. "Subscriber" means the individual or organization that has been issued a certificate in accordance with the NAVER Cloud CP/ CPS.
9. "Applicant" means the individual or organization that submitted the application for the certificate issuance.
10. "Relying party" means the subject who acts in reliance on the Certificate and/or digital signatures.
11. "Certificate Revocation List (CRL)" is a list of revoked certificates that is digital information issued and posted regularly by the Certification Center.
12. "Repository" means information about the Company's certificate practices and publicly available information in the database and may be used in the URL.
13. "Service" means the certificate issued pursuant to this Agreement together with the related software and documents.

**Article 3 (Termination and Revision of Agreement)**

① This Agreement takes effect when the Subscriber submits a Certificate Application after being presented with these terms or, if earlier, when the Subscriber use any of the Certificate Services.

② Upon any termination of this Agreement:

1. All Subscriber’s rights under this Agreement immediately terminate;

2. The Subscriber will cease using the Certificates issued under this Agreement; and

3. Sections and provisions of this Agreement which, by their nature, are intended to survive termination of this Agreement, will continue to apply in accordance with their terms.

③ The Company may revise this Agreement within a boundary that does not infringe on related acts such as the "Act on the Regulation of Terms and Conditions", the "Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.", and CP/CPS.
④ In case that the Company revises the agreement, the effective date and the reason for the revision shall be specified and the notice shall be published on the Company's website (http:// navercloudtrust.com) together with the current agreement, from seven (7) days before the effective date to the day before the effective date and becomes effective upon notice.
⑤ In case that the Subscriber does not agree to the revised agreement, he/she may stop using the certification service and revoke the certificate. If the Subscriber does not make expression of opposition in writing or through digital means within seven (7) days from the date of the announcement, the user will be deemed to have accepted the revised agreement.

**Article 4 (Matters other than the User Agreement)**

The matters not specified in this Agreement shall be in accordance with the related laws and regulations such as the "Act on the Regulation of Terms and Conditions", "Act on Promotion of Information and Communications Network Utilization and Information Protection" and CP/CPS.

**Article 5 (Type and Use of Certification Service)**

①NAVER Cloud Trust Services Corporation provides certification services such as new issuance, reissuance, and revocation of certificates.

② The Subscriber may use the Certificate in conjunction with Private Key and Public Key operations until the Certificate expires or is revoked, and install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate.

**Article 6 (Effect of Certificate)**

The certificate remains in effect for the period of validity from the date of issuance. However, if it falls under the reason for revocation of the certificate in accordance with Article 10, the certificate will be ineffective at the time of revocation.

**Article 7 (Identification)**

In order to secure the credibility of the certificate, the certification authority shall go through the process of verifying the accuracy of the applicant's information and the identity of the applicant.

**Article 8 (Certificate Issuance)**

① If the Company accepts a Subscriber's certificate application, the Company will validate the application information in accordance with the CP/CPS. If the Company accepts the application and the application information of the Subscriber meets the Company's issuance criteria, the requested certificate shall be issued to the Subscriber. The Company may reject the application if there are reasonable grounds such as if the Subscriber's application information is not valid, if the approval cannot be made due to the Subscriber's fault, or if the request is in violation of other prescribed matters.
② This contract applies to multiple future certificate requests and results regardless of when the certificate was

requested or issued.
③ Subscribers can reissue their certificates for the following reasons, and the certificate reissuance procedure is the same as the new issuance procedure.
1. In the case that the certificate has expired
2. In the case that the private Key or related credentials are lost
3. In the case of concerns that the Subscriber's private key is compromised, leaked, or altered
4. In the case that the certificate-related information such as the Subscriber's name and the domain name is altered

**Article 9 (Certificate Revocation)** The Company may revoke the Certificate for any one of the following reasons.

1. In the case that the Subscriber has requested certificate revocation
2. In the case that the Subscriber has not approved the certificate and has not been approved retrospectively
3. In the case that the Subscriber is in breach of this Agreement
4. In the case that the confidential information related to the certificate is exposed or compromised
5. In the case that the certificates are misused or used directly or indirectly for illegal or fraudulent purposes contravening laws, rules or regulations
6. In the case that the certificate information is inaccurate or misleading
7. In case of violation of the Company's CP/CPS or industry standards
8. In the case that the Company ceases to operate the Service or is no longer able to issue Certificates and the other Certification Authorities have not agreed to provide Certificate revocation assistance
9. In the case that the Subscriber is a revoked party or a prohibited person, which is added to the blacklist or operating in a place prohibited by the Company's operating policies and related laws
10. In the case that the certificate is issued to a malicious software publisher
11. In the case that the certificate revocation is approved by the CP/CPS
12. In the case that the failure to revoke the certificate leads to a loss of the Company's confidence
After revoking the certificate, the Company may, at its discretion, either reissue the certificate to the Subscriber or terminate the contract.

**Article 9-1 (Revocation Reason Options and Notification)**

1. The Company shall inform Subscribers about the revocation reason options as defined in Section 7.2.2 of the CA/Browser Forum Baseline Requirements and provide a clear explanation of when each option should be selected.
2. When a Subscriber requests revocation of a Certificate, the Subscriber must select one of the following revocation reason options. Each option shall be applied in accordance with the Company's Certificate Policy/Certificate Practice Statement (CP/CPS) and the CA/Browser Forum Baseline Requirements.
(1) Key Compromise — to be selected when the Private Key has been compromised, lost, or is suspected of unauthorized use.
(2) CA Compromise — to be selected when the issuing CA's Private Key or system integrity is compromised.
(3) Affiliation Changed — to be selected
(4) Superseded — to be selected when the Certificate is replaced by a newly issued Certificate before its expiration.
(5) Cessation of Operation — to be selected when the Subscriber permanently discontinues the operation of the domain or service covered by the Certificate.
(6) Privilege Withdrawn or Violation of Agreement — to be selected when the Certificate is revoked due to a breach of the Subscriber Agreement, misuse, or other violation.
(7) Other (CA Discretion) — to be selected when the Company determines that revocation is necessary to protect trust or comply with policy or law.
3. The Company shall publish and maintain this revocation reason guidance on its official website through its official website and may update it in line with changes to the Baseline Requirements or CP/CPS.

**Article 10 (Intellectual Property rights)**

① The Company shall own the following intellectual property rights and the Subscriber shall not acquire or claim any rights, title, or ownership to the following.
1. Services including issued certificates
2. Any copy or derivative of the service, regardless of the creator, requestor, or proponent of the replica or derivative work
3. All documents and materials provided by the Company
4. All copyrights, patents, trade secrets and other proprietary rights of the Company
② The Subscriber shall not use the Company trademark without the written consent of the Company.

**Article 11 (Company Obligations)**

① The Company shall provide the SSL certification service requested by the Subscribers stably and continuously.
② The Company shall immediately repair or handle any trouble that may interfere with the operation of SSL certification service, and it shall do its best to operate a stable SSL certification service.
③ The Company shall handle any legitimate opinions or complaints that the Subscriber makes immediately or in accordance with the period and procedures set by the Company.
④ The Company strives to provide convenience to the Subscribers in terms of the procedures and contents related to the Subscribers' contract, such as conclusion of the SSL certification service user agreement, changes of the contract details, and termination of the contract.

**Article 12 (Subscriber Obligations)** The Subscriber represents and warrants that:

① All information provided to the Company, both in the certificate request and as otherwise requested by the Company in connection with the issuance of the Certificate(s) to be supplied by the Company, is complete, accurate at all times, and does not contain any information that may be illegal or contrary to public interest, or that may otherwise harm the Company's business or reputation in any way.

② The Applicant is required to diligently undertake all necessary actions to maintain control over, maintain the confidentiality of, and consistently ensure at all times the proper protection of the Private Key corresponding to the Public Key intended for inclusion in the requested Certificate (along with any related activation data or device, such as a password or token).

③ The Subscriber will review and verify the contents of the Certificate for accuracy.

④ Install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate, and use the Certificate solely in compliance with all applicable laws and solely in accordance with the Subscriber Agreement or Terms of Use.

⑤ If there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Public Key included in the Certificate, promptly request revocation of the Certificate, cease using it, and cease using its associated Private Key. Additionally, promptly request revocation of the Certificate and cease using it if any information in the Certificate is or becomes incorrect or inaccurate.

⑥ In the following cases, the Subscriber must immediately cease using the Certificate and its associated Private Key:

(i) If the Private Key associated with the Certificate is compromised or suspected to be compromised.

(ii) If the information in the Certificate is incorrect or inaccurate.

⑦ The Subscribers are required to respond to the instructions provided by us regarding compromise or misuse within the time frame specified by The Company.

⑧ Acknowledge and accept that the CA is entitled to revoke the certificate immediately if the Applicant violates the terms of the Subscriber Agreement or Terms of Use, or if the revocation is required by the CA's CP/CPS, or these Baseline Requirements.

**Article 13 (Liability and Limitations)**

① The Company shall not be liable for damages arising out of or resulting from the following reasons.
1. In case of damages arising out of or resulting from the services provided by the Company free of charge
2. In case of force majeure such as natural disasters or war
3. In case of damages caused by intention or negligence of the Subscriber
4. In case of damage caused by the data posted or transmitted by the Subscriber
5. In case of damages caused by transactions between Subscribers or between Subscribers and third parties
6. In case of damages caused by Subscribers' violation of this Agreement
7. Other damages caused by Subscribers without the fault of the Company

② In connection with the provision of the Service, the Company shall indemnify the Subscriber against general damages suffered by the Subscriber due to fault of the Company, only within the limit of indemnity of the Company's insurance.

③ No provisions in this Agreement will give rise to any liability or responsibility of the Company for any death or personal injury caused by the negligence of a party or or for any reliance by either party on fraudulent statements made outside this Agreement.

**Article 14 (No Waiver)**

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

**Article 15(Severability)**

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect

**Article 16(Disclaimer and Limitations of Liability)**

EXCEPT AS STATED IN THE CP/CPS, THE CERTIFICATE SERVICES IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS." THE COMPANY WILL NOT BE LIABLE TO THE SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA). FURTHER, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE SUBSCRIBER'S INABILITY TO USE A CERTIFICATE, INCLUDING AS A RESULT OF (I) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE CP/CPS OR REVOCATION OF A CERTIFICATE, (II) DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS IN CONNECTION WITH THIS AGREEMENT, OR, (III) ANY DOWNTIME OF ALL OR A PORTION OF CERTIFICATE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY SUBSCRIBER IN CONNECTION WITH THIS AGREEMENT OR SUBSCRIBER'S USE OF OR ACCESS TO CERTIFICATE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF SUBSCRIBER'S CONTENT OR OTHER DATA.

**Article 17(Governing Law; Venue)**

This Agreement is governed by and construed in accordance with the laws of the Republic of Korea. In the event of any dispute relating to this Agreement, the Company and the Subscriber (“the Parties”) shall submit to the jurisdiction of the Seoul Central District Court of the Republic of Korea, and the Court of Korea shall have international jurisdiction.

**Article 18 (Entire Agreement)**

This Agreement, including the CP/CPS, states all terms agreed between the Company and the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement.

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