

Macao Post eSignTrust Certification Authority

TEST CERTIFICATION PRACTICE STATEMENT

YOU MUST READ THIS Macao Post eSignTrust Certification Authority ("eSignTrust") TEST CERTIFICATION AUTHORITY PRACTICE STATEMENT ("TEST CPS") CAREFULLY. BY CLICKING "ACCEPT" BELOW AND/OR REQUESTING, USING, OR RELYING UPON A TEST CERTIFICATE OR THE TEST CA ROOT CERTIFICATE (AS THESE TERMS ARE DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS TEST CPS, AND TO BECOME A PARTY TO THIS TEST CPS. IF YOU DO NOT AGREE TO THE TERMS OF THIS TEST CPS, YOU MUST NOT REQUEST, USE, OR RELY UPON A TEST CERTIFICATE, THE TEST CA ROOT CERTIFICATE, OR ANY COMPONENT THEREOF.

This Test CPS sets forth certain terms and conditions under which eSignTrust's Test Certification Authority ("Test CA") issues and test Managed PKI (formerly known as "OnSite") end-user certificates ("Test Subscriber Certificates") and under which the certificate for the test CA ("Test CA Root Certificate") and Test Certificates are used.

In consideration of the promises in this Test CPS and intending to be legally bound, eSignTrust, Subscribers, and Users ("Party" or "Parties" hereunder) agree as follows:

1. USE LIMITED TO AUTHORIZED TESTING PURPOSES.

TEST CERTIFICATES AND THE TEST CA ROOT CERTIFICATE SHALL BE USED EXCLUSIVELY FOR TEST PURPOSES. TEST CERTIFICATES, THE TEST CA ROOT CERTIFICATE, AND ALL COMPONENTS THEREOF SHALL NOT BE USED OR RELIED UPON PURPOSES. ANY OTHER INCLUDING COMMERCIAL TRANSACTIONS. AUTHENTICATING THE IDENTITY OF A SUBSCRIBER OR THE TEST CA. OR IN CONNECTION WITH ENSURING THE CONFIDENTIALITY OF ANY INFORMATION. DO NOT REQUEST OR USE A TEST CERTIFICATE OR THE TEST CA ROOT CERTIFICATE FOR ANY PURPOSE OTHER THAN FOR AUTHORIZED TECHNICAL TESTING. SUBSCRIBERS AND USERS ACKNOWLEDGE THAT NEITHER THE IDENTITY NOR AUTHORITY OF SUBSCRIBERS HAS BEEN AUTHENTICATED OR APPROVED BY THE TEST CA OR ESIGNTRUST.

2. Issuance and Use.

Upon eSignTrust's receipt and approval of a complete and approved application for a Test Certificate, eSignTrust shall issue a Test Certificate to a Subscriber. eSignTrust shall also provide Subscriber and other Users with access to the Test CA Root Certificate. TEST CERTIFICATES AND THE TEST CA ROOT CERTIFICATE SHALL BE USED EXCLUSIVELY FOR AUTHORIZED TESTING PURPOSES in simulating the process by which a Managed PKI Administrator approves Test Subscriber Certificate applications and otherwise performs Managed PKI administrator functions for Test Subscriber Certificates or a Subscriber tests the general functionality of client certificates for Test Subscriber Certificates.

3. No Suspension or Revocation Services.

Subscribers and Users acknowledge that eSignTrust shall not be required to suspend or revoke Test Certificates at the request of the Subscriber. eSignTrust shall be entitled at its sole discretion to revoke any or all Test Certificates.

4. Permission to Publish Information.

eSignTrust shall be entitled to publish and otherwise to disclose publicly any Test Certificate or any portion of the content of a certificate, in connection with eSignTrust's dissemination of Test



Certificate information within and outside of eSignTrust's Test CA hierarchy.

5. DISCLAIMER OF WARRANTY.

ESIGNTRUST DISCLAIMS ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES PROVIDED BY ESIGNTRUST HEREUNDER, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ESIGNTRUST MAKES NO REPRESENTATION OR WARRANTY TO ANY PERSON THAT ANY SUBSCRIBER TO WHICH IT HAS ISSUED A TEST CERTIFICATE IS IN FACT THE PERSON OR ORGANIZATION IT CLAIMS TO BE IN INFORMATION SUPPLIED TO ESIGNTRUST, OR THAT ANY PERSON OR ORGANIZATION IS IN FACT THE PERSON OR ORGANIZATION LISTED IN A TEST CERTIFICATE OR THE TEST CA ROOT CERTIFICATE. ESIGNTRUST MAKES NO ASSURANCES OF THE ACCURACY, AUTHENTICITY, INTEGRITY, OR RELIABILITY OF INFORMATION CONTAINED IN TEST CERTIFICATES OR THE TEST CA ROOT CERTIFICATE, OR OF THE RESULTS OF CONNECTION CRYPTOGRAPHIC **METHODS** IMPLEMENTED IN WITH CERTIFICATES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MACAO POST OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF MACAO POST'S OBLIGATIONS.

6. LIMITATION OF LIABILITY.

NO PARTY SHALL BE LIABLE TO ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, EVEN IF SUCH OTHER PERSON HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

7. Certificate Expiration.

eSignTrust shall be entitled to revoke a Test Certificate and terminate its obligations to a Subscriber under this Test CPS within its sole discretion at any time, with or without cause.

8. After Expiration or Revocation. Upon expiration or revocation for any reason, a Subscriber's Test Certificate and all components thereof, shall not be used or relied upon for any reason. Such expiration or revocation shall not affect Sections 4, 5, 6, 8 and 9 of this Test CPS and all subsections of the foregoing, which shall continue in full force and affect to the extent necessary to permit the complete fulfillment thereof. Users shall delete the Test CA Root Certificate from their browsers upon completion of testing.

9. Miscellaneous Provisions.

9.1 Governing Laws.

The laws of Macao SAR (irrespective of its choice of law principles) shall govern the validity of this Test CPS, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

9.2 Successors and Assigns.

Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of the respective successors, executors, heirs, representatives, administrators, and assigns of the Parties. Neither this Test CPS nor Subscriber's Test Certificate shall be assignable by Subscriber. Any such attempted assignment or delegation shall be void and of no effect.

9.3 Severability.

If any provision of this Test CPS, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Test CPS and application of such provision to other persons or circumstances shall not be affected thereby and shall be interpreted so as best to reasonably effect the intent of the parties. IT IS EXPRESSLY UNDERSTOOD THAT EACH AND EVERY PROVISION OF THIS TEST CPS THAT PROVIDES FOR ANY LIMITATION, DISCLAIMER OR EXCLUSION OF LIABILITY, WARRANTIES, OR DAMAGES IS INTENDED



BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

9.4 Entire Agreement.

This Test CPS constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements or understandings among the parties.

9.5 Notices.

Whenever Subscriber or User desires or is required to give any notice, demand, or request to eSignTrust with respect to this Test CPS, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or is mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to

Macao Post eSignTrust Certification Services Edifício De Correios, 12 Andar, Estrada de Dona Maria II, 11 a 11-D, Macao

Such communications shall be effective when they are received.

9.6 Trademarks and Trade Names.

By reason of this Test CPS or the performance hereof, Subscriber and eSignTrust shall acquire no rights of any kind in any trademark, brand name, logo, or product designation of the other Party and shall not make any use of the same for any reason except as otherwise authorized in writing by the Party that owns all rights to such trademarks, trade names, logos, or product designation.