

**Macao Post and Telecommunications
eSignTrust Certification Subscriber Agreement**

THE APPLICANT AND THE AUTHORISED USER (“SUBSCRIBER”) MUST READ AND ACCEPT THE TERMS OF THIS SUBSCRIBER AGREEMENT (“SUBSCRIBER AGREEMENT”) BEFORE APPLYING FOR, ACCEPTING, OR USING AN ELECTRONIC CERTIFICATE (“CERTIFICATE”) OF MACAO POST AND TELECOMMUNICATIONS (“CTT”) ESIGNTRUST CERTIFICATION SERVICES (“ESIGNTRUST”). IF EITHER THE APPLICANT OR THE SUBSCRIBER DOES NOT ACCEPT THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE ELECTRONIC CERTIFICATE.

1. THE CERTIFICATION PRACTICE STATEMENT (“CPS”)

By signing the certificate application form (supplementary sheet), the Subscriber acknowledges to have read and understood the terms and conditions of this Agreement, and have full and complete notice of the obligations and liabilities upon the subscribers and relying parties as set out in the CPS, which is available on the website www.esigntrust.com. The Subscriber further agrees to be bound by the provisions of the CPS, including those limiting and excluding eSignTrust’s liability, which are hereby incorporated into this Agreement as if set out word herein. The Certificates and certification services provided by eSignTrust are governed by the CPS. The terms and conditions of this Agreement incorporate the CPS. The CPS forms part of and shall for all purposes be deemed to be part of this Subscriber Agreement. The Subscriber undertakes to read the CPS regularly to take note of any amendments made to it from time to time by eSignTrust. The terms and conditions of this Agreement with the CPS incorporated form the entire Subscriber Agreement referred to in the CPS and other related documents.

2. SUBSCRIBER OBLIGATIONS

By signing the certificate application form (supplementary sheet) and accepting a Certificate issued under the CPS, the Subscriber:

- Agrees to be bound by (i) the terms and conditions of this Agreement, and (ii) the provisions of the CPS, as may be amended from time to time, which govern the use of a Certificate issued by eSignTrust;
- Agrees that the use of the private key and the Certificate is solely at his own risk;
- Agrees that no implied or express warranties are given by eSignTrust in

relation to the keys and the Certificate issued by eSignTrust;

- Agrees to fully indemnify eSignTrust for loss to any person or organisation arising from the failure to protect the security and integrity of his private key and Certificate, or any breach or non-observance or non-compliance of the terms and conditions of the CPS or this Agreement;
- Agrees to take all prudent and necessary precautions to protect the confidentiality of his private key and all applicable activation data, and to assume full and sole responsibility for the consequences of any failure to take such precautions;
- Further undertakes that, in the event of his private key or Certificate being compromised, or suspected to have been compromised, or any circumstance in which the Certificate should be revoked, shall immediately notify eSignTrust as well as other subscribers and parties that with him exchange information, or execute transactions using his key pair and Certificate;
- Agrees that all information and representations made by him and included in the Certificate are and will remain true and accurate during the operational period of the same; and
- Agrees that all information supplied in the certificate application process does not infringe in any way the trademarks, company name, or any intellectual property rights of any third party.

3. ESIGNTRUST RESPONSIBILITIES

eSignTrust hereby agrees with each Subscriber to exercise a reasonable degree of skill and care in performing the obligations and exercising the rights it has as a Certification Service Provider set out herein and in the CPS. eSignTrust:

- Shall not be responsible for the contents of any transmission, message, contract adopted by or signed by the Subscriber using a Certificate issued by eSignTrust;
- Shall not be responsible for the use of the Subscriber private key and Certificate;
- Shall publish the Subscriber public key and Certificate in the eSignTrust Certificate Repository in accordance with the applicable provisions of the CPS;
- Reserves its right to amend the provisions of the CPS and this Agreement from time to time; and
- Further reserves its right to revoke the private key and the Certificate where (i) eSignTrust suspects a compromise of the Subscriber private key or

Certificate, or (ii) such compromise is proven, or (iii) eSignTrust is properly requested to do so in accordance with the CPS.

4. WARRANTY

By signing the certificate application form (supplementary sheet) and accepting a Certificate issued under the CPS, the Subscriber warrants to eSignTrust and anyone who relies on his Certificate that:

- All the information provided to eSignTrust in the certificate application is and will remain true and accurate during the operational period of the same;
- No certificate information provided (including e-mail address) infringes the intellectual property rights of any third parties;
- The certificate application information provided (including e-mail address) has not been and will not be used for any unlawful purpose;
- Since the time of the creation of the Certificate, he has been and will remain the only person possessing any challenge phrase, PIN, software, or hardware mechanism protecting his private key and no unauthorised person has had or will have access to the same;
- He is using his private key and the Certificate exclusively for authorised and legal purposes consistent with the terms and conditions of the CPS and this Agreement; and
- Each electronic signature created using his private key is his electronic signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the electronic signature is created.

eSignTrust warrants that:

- It will use reasonable care in the creation of the Certificate to ensure no errors introduced by itself in the certificate information;
- The Certificate complies in all material aspects with the CPS; and
- Its revocation services and use of a Repository conform to the CPS in all material aspects.

5. DISCLAIMER OF WARRANTY

ESIGNTRUST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 4, ESIGNTRUST DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET THE SUBSCRIBER REQUIREMENTS, OR THAT THE

SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES ESIGNTRUST MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ESIGNTRUST'S SERVICE. THE SUBSCRIBER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ESIGNTRUST'S SERVICE IS DONE AT HIS OWN DISCRETION AND RISK. ESIGNTRUST IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS OR SERVICES PURCHASED BY THE SUBSCRIBER FROM A THIRD PARTY.

6. ESIGNTRUST'S ABILITY TO SUB-CONTRACT

The Subscriber hereby consents to eSignTrust sub-contracting the performance of some or all its obligations under this Agreement to a sub-contractor or sub-contractors chosen by eSignTrust. eSignTrust will remain liable for the performance of this Agreement whether or not such sub-contracting occurs.

7. SEVERABILITY

If any term or provision of this Agreement is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

8. GOVERNING LAW

This Agreement shall be governed by the laws of Macao Special Administrative Region ("MSAR"). The parties agree that any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of MSAR.