

請以英文正楷填寫 (標明除外)。Please complete this application form in English and in Block letters (except where otherwise specified).

第一部分 - 申請類別 / Section 1 - Request Type		客戶編號 Cust. Ref. No.			
<input type="checkbox"/> 新申請 New Application <input type="checkbox"/> 續期 Renewal 須選一項 (Must choose one) <input type="checkbox"/> 政府/機構用戶 Gov./Org. User <input type="checkbox"/> 個人用戶 Personal User	<input type="checkbox"/> 更改服務 Change Serv.	<input type="checkbox"/> 撤銷服務 Revoke Serv.	申請將標準證書保管於安全簽署伺服器之簽署數據封包的復原方法 Apply Signature Data Pack Recovery Method for Normalised Cert. entrusted in Secured Signing Server (首次新申請須選一項 Must choose one for new application) <input type="checkbox"/> 復原碼 Recovery Code 簡簽確認 Initials to confirm : _____ <input type="checkbox"/> 加密權標 Crypto Token 簡簽確認 Initials to confirm : _____		
# 帳戶登入名稱 (必須填寫) Account Login Name (Required) 登入名稱必須由 8 - 20 個含英文字母、數字或符號的字串組成 Login Name must be 8 to 20 characters including roman letters, numeric or special characters					
第二部分 - 申請人 / 登記人資料 (新申請必須填寫) / Section 2 - Applicant's / Subscriber's Details (All fields are required for new application)					
姓名 Name (中文 / in Chinese)		<input type="checkbox"/> 先生 Mr <input type="checkbox"/> 女士 Ms			
* (葡文或英文 in Portuguese or English) (姓 / Last Name)		(最長限度: 30 個 英文字母連空格 / max length: 30 characters)			
# (名 / First Name)		(最長限度: 30 個 英文字母連空格 / max length: 30 characters)			
證件號碼 / ID No. / Passport No.		證件類別 / ID Type			
出生日期 (DD/MM/YYYY) / Date of Birth		* 國籍 / Nationality (非持有澳門居民身份證必須填寫/Required for non BIR holder)			
* # 電郵地址 / E-mail		聯絡電話 / Contact Phone			
* 職務 / 職級 / 職位 (如適用) Position / Category (if applicable)		* 部門 / 分行 (如適用) # Dept./Branch (if applicable)			
* # 機構名稱 (最長限度: 53 個 英文字母連空格) (如適用) Organization Name (max length: 53 characters) (if applicable)					
# 業務/專業 Business/Profession (不適用於政府機關/not applicable for Gov.)		<input type="checkbox"/> 銀行 Bank <input type="checkbox"/> 核數師 Auditor <input type="checkbox"/> 地產中介 Broker <input type="checkbox"/> 會計師 Accountant <input type="checkbox"/> 律師 Lawyer <input type="checkbox"/> 其他 Other (請說明 Please specify) <input type="checkbox"/> 商業企業主 Entrepreneur			
		# 專業證/執業准照編號 (如適用) Professional card/License no. (if applicable)			
第三部分 - 請填寫所需申請 (或更改) 的 “服務” (可多於一項) / Section 3 - Please fill in the corresponding App. Service(s) you apply for / wish to change (allow multiple items)					
應用服務供應方 App. Service Provider : (請向電子認證服務查詢現有供應方 Please contact eSignTrust for currently available providers)					
提供所列服務: To provide the listed services					
應用服務供應方 App. Service Provider : (請向電子認證服務查詢現有供應方 Please contact eSignTrust for currently available providers)					
提供所列服務: To provide the listed services					
應用服務供應方 App. Service Provider : (請向電子認證服務查詢現有供應方 Please contact eSignTrust for currently available providers)					
提供所列服務: To provide the listed services					
第四部分 - 申請人 / 登記人協定及聲明 / Section 4 - Agreement and Declaration by Applicant / Subscriber					
下簽署人現聲明 The undersigned, declare that:					
(1) 本人 (我們, 上述機構) 在此以表格所述身份證明文件上之申請人姓名向澳門郵電電子認證服務 (“eSignTrust”) 申請簽發指示的電子證書。 I (We, the above-specified Organisation), hereby apply for the indicated Certificate(s) to be issued by Macao Post and Telecommunications eSignTrust Certification Services (“eSignTrust”) in the name of the Applicant, as shown on my (his/her) identification document(s) as stated in this application form.		(4) 本人 (我們) 知悉證書一經發出後, 其內容在證書有效期內不能更改; 否則, 任何改動須撤銷原有的電子證書, 再重新申請新的電子證書。 I (We) acknowledge that, once the Certificate(s) is (are) issued, none of its (their) contents can be changed during the validity period; otherwise, any changes require revocation and re-application of Certificate(s).			
(2) 本人 (我們) 確認此申請表格之所有資料真實及正確。 I (We) confirm that all the information provided in this application form is true and correct in all respects.		(5) 本人 (我們) 在此授權電子認證服務, 使用上述標註 “*” 與 “#” 之欄位所提供的個人資料, 通告應用服務供應方, 以用於所申請之有關服務, 但不妨礙隨時提出相反意願之權利。 I (We) hereby authorise eSignTrust to use the personal data provided in the above fields marked by “*” and “#”, to communicate the referred data to the Application Service Provider(s), for the use in the respective requesting services(s), without prejudice to, at any time, manifest the contrary.			
(3) 鑒於 eSignTrust 處理本人 (我們) 之申請, 本人 (我們) 知悉及明確同意將上述申請之證書及私人密碼匙委託澳門郵電電子認證服務負責使用安全設備儲存及保管。同時, 承認已明白並同意接受及遵守電子認證簽署服務以及電子證書登記人協議 (包括認證作業準則) 的使用規則及條款。 In consideration of the processing of my (our) application by eSignTrust, I (we) acknowledge to consent and explicitly agree to authorise Macao Post and Telecommunications eSignTrust Certification Services to be responsible for using secure device(s) to store and keep safe the Certificate and the private key for the above request. Furthermore, I (we) acknowledge to consent and agree to observe and be bound by the terms and conditions of eSignTrust Signature Service and Subscriber Agreement of Electronic Certificate, including the provisions of eSignTrust Certification Practice Statement (“CPS”).		(6) 本人 (我們) 知悉有關存取及使用由應用服務供應方提供上述所申請之服務, 需受相關規則及條款規範。 I (We) acknowledge that the access and use of the above-requested service(s) provided by the Application Service Provider(s) is subject to be bound by the respective terms and conditions.			
登記人簽署 Signature of Subscriber 日期 / Date : (DD/MM/YYYY)		澳門郵電電子認證服務專用 For CTT eSignTrust Certification Services Use Only			
獲授權代表簽署 Signature of Authorised Delegate (如適用) (if applicable) 日期 / Date : (DD/MM/YYYY)				處理 Processed by 日期 / Date : (DD/MM/YYYY)	時戳 Date Stamp
機構名稱 + 蓋章 Organization Name + Chop (如適用) (if applicable)				查核 Checked by 日期 / Date : (DD/MM/YYYY)	
備註 Remarks					
注意事項 Attention : 1) 標註 * 的資料, 以及倘有的商業登記編號及稅務編號, 本人 (我們) 同意將會顯示於電子證書上並發佈於澳門郵電電子認證服務的資料庫中, 資料庫的資料將會被公眾取得及於澳門特別行政區以外使用。 I (We) agree that, the information provided in fields marked with “*”, if any, the organization’s business registration number and tax identification number, will be included in the Electronic Certificate and published in the Macao Post and Telecommunications eSignTrust Repository, which may be accessed by the general public and used outside Macao Special Administrative Region.					
2) 標註 # 的資料, 本人 (我們) 同意將提供予相關應用服務供應方使用。 I (We) agree that the information provided in fields marked with “#” will be provided to the Applicable Service Provider according to your service request.					

電子認證“雲簽”服務的使用規則及條款

所有申請或使用郵電局電子認證服務（澳門郵電電子認證服務“eSignTrust”）提供之電子認證“雲簽”服務（或稱“簽署服務”）的個人申請人（“登記人”）及機構申請人與獲授權用戶（“登記人”）受本使用規則及條款（“服務條款”）規範。

如申請人及 / 或登記人不同意本服務條款，請勿申請、接受或使用簽署服務。

在申請人 / 登記人簽署申請表，即表示申請人 / 登記人承認已閱讀並明白本服務條款，亦充分知悉登記人須遵守的義務和責任，以及簽署服務之功能與運作，茲載於簽署服務指引（“指引”）及可於網址 www.esigntrust.com 查閱。登記人更同意受指引的條款約束，如同載於本服務條款中。登記人必須定時細閱指引以留意 eSignTrust 所作的不定時修訂。

在申請或使用簽署服務，即表示申請人 / 登記人同意接受及遵守電子證書登記人協議的規則及條款。

1. 服務申請及使用

- (1) 簽署服務的申請，包括新申請、更改或撤銷簽署服務，申請人 / 登記人須填寫有關服務的申請表向 eSignTrust 提出申請，辦妥手續及得到簽署服務系統接納（表示成功申請）方始生效；
- (2) 簽署服務的登記人僅限於該服務所適用電子證書的登記人；
- (3) 成功申請後，登記人獲提供一個簽署服務的帳戶及該服務所使用的電子證書；
- (4) 簽署服務的帳戶登入名稱須按申請表指定之要求或 eSignTrust 提供的指引填寫，一經成功申請，帳戶登入名稱不得更改；
- (5) 辦理開立簽署服務帳戶手續，登記人須自行設定登入帳戶及登記電子證書的所有適用的密碼、個人識別號、口令、個人啟動數據。對登記人封存於簽署數據封包的電子證書私人密碼匙之取用是由唯登記人知悉的“存取碼”控制。為管理簽署服務的有效性，eSignTrust 安全地把用於登入帳戶及撤銷證書的密碼加密保存。對前述的其他資料，包括存取碼，eSignTrust 不作保存，以確保登記人私人密碼匙之取用，可高度信賴僅由其本人控制。倘遺失或忘記其存取碼，登記人僅限於當辦理開立帳戶期間，提出 (i) 要求列印“復原碼”往後由登記人保存或 (ii) 明確指示，為其本身利益之目的，要求 eSignTrust 以加密權標保護其個人之復原數據，方可復原對其私人密碼匙之取用；
- (6) 在簽署服務帳戶處於正常服務狀態下，即非處於待啟動、暫停（中止）、鎖定、撤銷的情況下，登記人可以隨時透過 eSignTrust 網站更改其簽署服務的帳戶登入密碼；
- (7) 倘登記人遺失或忘記其帳戶登入名稱及 / 或密碼，又或簽署服務帳戶被暫停（中止）或鎖定，登記人須向 eSignTrust 提出辦理密碼重設及 / 或帳戶解鎖手續；
- (8) 倘登記人遺失或忘記其用於控制使用其電子證書私人密碼匙之簽署數據封包的存取碼，須立即通知 eSignTrust，以及提出申請，親身到 eSignTrust 註冊或指定之場所，向 eSignTrust 提供其復原碼，或准許 eSignTrust 從加密權標中恢復其復原碼。登記人使用復原碼重設新的存取碼。倘登記人未能提供復原碼且亦不曾明確指示，如在第 5 點所述，要求 eSignTrust 保護其復原數據，登記人須辦理撤銷證書申請，再重新申請新的電子證書；
- (9) 有關應用服務供應方提供的服務，受其相關使用規則及條款規範。

2. 登記人義務

在簽署申請表格時，即表示登記人：

- (1) 同意及授權 eSignTrust 使用安全設備，以僅限登記人本人取用其私人密碼匙的方式，儲存及保管登記人封存於簽署數據封包的私人密碼匙及證書，及同意對於其私人密碼匙之使用登記人是唯一責任方；
- (2) 同意採取所有謹慎和必要的安全預防措施維護其簽署服務登入帳戶及其用於存取其私人密碼匙的存取碼之保密性，免遭未被授權的使用，並對任何因其失責而致的後果完全和獨自承擔責任；或因違反、不遵守或不承諾本服務條款，由此而造成任何人士或機構的損失，須對 eSignTrust 作出全部賠償；
- (3) 同意 eSignTrust 從沒有隱含或明示就 eSignTrust 提供的簽署服務帳戶作出保證；
- (4) 進一步承諾在其簽署服務登入帳戶及其用於存取其私人密碼匙的存取碼被洩露，或懷疑被洩露，或出現證書應予撤銷的情況下，將立即通知 eSignTrust 以及其他使用其簽署服務帳戶及其密碼匙 / 證書與其交換訊息或執行交易的登記人士和相關人士；
- (5) 同意其提交關於簽署服務（包括電子證書）的一切資料及聲明均真確無偽，且將在服務運作期間及證書使用期間繼續真確。進一步承諾，如有任何更改，將立即通知 eSignTrust；
- (6) 在簽署服務（包括電子證書）申請過程中提供的一切資料（包括電郵地址）沒有在任何方面侵犯商標、公司名稱或任何第三方的知識產權，從來沒有及將不會用作任何非法用途；
- (7) 同意不會使用公用資訊設備來登入或使用簽署服務，同時注意到，eSignTrust 為著登記人本人的利益考慮，建議切勿使用容易被猜中的號碼或文字作為密碼或代碼，同時亦應定期更改；
- (8) 同意不對簽署服務系統及應用服務供應方之系統的正常運作及他人的正常使用造成滋擾、影響、恐嚇、干涉、損壞或損失；以及
- (9) 對所使用之服務承擔需要的付費責任。

3. 澳門郵電電子認證服務之責任

澳門郵電電子認證服務特此承諾，為所提供的簽署服務，執行合理程度的技術和謹慎以履行責任及行使權力。澳門郵電電子認證服務：

- (1) 將負責維護登記人的簽署數據封包之安全性及完整性，使用安全設備，以僅限登記人本人取用其私人密碼匙的方式，儲存及保管登記人封存於簽署數據封包的私人密碼匙及證書；
- (2) 將以安全及有效的方式把登記人申請所必要向應用服務供應方提供的個人資料傳送與有關供應方；
- (3) 對登記人使用簽署服務所作之任何形式的内容簽署、任何行為、任何服務、或任何合約之訂立，概不負責；
- (4) 對登記人的簽署服務之登入帳戶、私人密碼匙及證書的一切使用概不負責；
- (5) 進一步保留暫停（中止）或終止登記人之簽署服務登入帳戶之權利，而無須預先通知，當 (i) eSignTrust 懷疑登記人的登入帳戶、其私人密碼匙或證書被洩露，或 (ii) 證實被洩露，或 (iii) eSignTrust 基於具法律依據的原因及 / 或澳門郵電電子認證服務的認證作業準則（CPS）而被適當地要求，或 (iv) 登記人未有承擔就其所使用服務的應有到期付費責任。因前述有關情況而對申請人、登記人、應用服務供應方或任何第三者造成任何損失，eSignTrust 不負任何責任；
- (6) 對於所提供的簽署服務及該服務的任何部分，eSignTrust 有權隨時修改、刪減、暫停（中止）或終止而無須預先通知。因前述有關情況而對申請人、登記人、應用服務供應方或任何第三者造成任何損失，eSignTrust 不負任何責任；以及
- (7) 對本服務條款在沒有預先通知情況下所作的不定時修訂保留權利。

4. 保證

在簽署申請表格及接受發出之證書時，代表登記人向澳門郵電電子認證服務、任何信賴其簽署服務帳戶及證書的人士作出保證：

- (1) 自帳戶建立且啟動時起，登記人一直並將仍然是擁有其存取碼以取其封存於簽署數據封包中的私人密碼鑰匙的唯一人，且未經授權者不曾亦將沒有使用其私人密碼匙；
- (2) 其簽署服務帳戶、私人密碼匙及證書的使用只作經授權的合法用途，並符合本服務條款及電子證書的適用條款及細則之規定；以及
- (3) 使用其私人密碼匙建立的每一個電子簽名均為其電子簽名，並在建立該電子簽名時，有關證書已被接受及尚屬有效，不是已逾期、被撤銷或被暫停（中止）的。

澳門郵電電子認證服務保證：

- (1) 以合理的謹慎來設立簽署服務帳戶及操作相關的資訊系統；
- (2) 以有效的安全措施保障簽署服務系統，防止未獲授權人士進入；
- (3) 在合理範圍內使用能保證妥善儲存及保管簽署數據封包的系統及產品，以保證安全性及完整性，以及保證私人密碼匙不作非授權之使用。

5. 私隱

- (1) 登記人授權 eSignTrust 使用申請過程中所提供的個人資料（申請表格標註“*”與“#”之欄位），通告應用服務供應方，以用於所申請之有關服務，但不妨礙隨時提出相反意願之權利；
- (2) 郵電局會根據第 8/2005 號法律《個人資料保護法》的規定處理登記人所提供的個人資料；
- (3) 登記人完全明白並接受郵電局的收集及處理個人資料政策聲明；
- (4) 登記人有權依法申請查閱、更正或更新存於郵電局的個人資料；
- (5) 基於履行法定義務，登記人的個人資料有可能轉交其他權限實體。

6. 免責條款

澳門郵電電子認證服務明確地拒絕承擔任何類型的保證責任，不論是明確或隱含的，包括但不限於適售性之隱含保證、特定目的之適用性保證和不侵犯權利之保證。除了第四部分所作出之保證，澳門郵電電子認證服務不擔保服務一定能滿足登記人的要求、也不擔保服務不會受中斷、對服務的及時性、安全性或出錯發生都不作出任何保證；亦不會對可經由使用 eSignTrust 服務獲取的結果或從 eSignTrust 服務得到的任何資料之準確性及可信性作出任何保證。登記人明白及同意對所有從澳門郵電電子認證服務下載或因使用而獲取的內容或資料是經由其自己獨立判斷、並承擔相關風險。澳門郵電電子認證服務對於登記人從第三方購買的任何產品或服務一概不負任何保證責任。

7. 澳門郵電電子認證服務對分包契約的權力

登記人在此同意 eSignTrust 可以把履行本服務條款之部分或全部工作之義務，批給由 eSignTrust 所選擇之某一或多個分包商代其執行。不論有關分包契約行為是否發生，eSignTrust 仍將會負責履行本服務條款。

8. 可分割性

如果本服務條款之任何條款或規定在整體或部分中宣佈無效或不可執行，此條款或規定將不會影響本服務條款之其餘部分；本服務條款將會視程度而作出必要修訂，使本服務條款可執行、有效以及，與適用的法律及各方之原本意向儘可能相一致；而餘下之條款及規定將會保留全部效力及作用。

9. 管轄法律

本服務條款受澳門特別行政區法律規管，每一方均同意服務條款上所指定任何有關提供服務的爭議將會在各方面受澳門特別行政區之法律所規管及詮釋。

Terms and Conditions of Use of eSignCloud Signature Service of eSignTrust

THE TERMS AND CONDITIONS (“TERMS OF SERVICE”) OF ESIGNCLOUD SIGNATURE SERVICE OF ESIGNTRUST (“SIGNATURE SERVICE”) APPLY TO THE INDIVIDUAL APPLICANT (“SUBSCRIBER”) AND ORGANIZATION APPLICANT AND AUTHORISED USER (“SUBSCRIBER”) WHO APPLY FOR OR USE THE SIGNATURE SERVICE PROVIDED BY MACAO POST AND TELECOMMUNICATIONS (“CTT”) ESIGNTRUST CERTIFICATION SERVICES (“ESIGNTRUST”).

IF THE APPLICANT AND/OR THE SUBSCRIBER DO NOT ACCEPT THE TERMS OF SERVICE, DO NOT APPLY FOR, ACCEPT, OR USE THE SIGNATURE SERVICE.

BY SIGNING THE APPLICATION FORM, THE APPLICANT / SUBSCRIBER ACKNOWLEDGES TO HAVE READ AND UNDERSTOOD THE TERMS OF SERVICE, AND HAVE FULL AND COMPLETE NOTICE OF THE OBLIGATIONS AND LIABILITIES UPON THE SUBSCRIBER, AND OF THE SIGNATURE SERVICE’S FUNCTIONING AND OPERATIONS, AS SET OUT IN THE ESIGNCLOUD SIGNATURE SERVICE GUIDELINES (“GUIDELINES”), WHICH ARE AVAILABLE ON THE WEBSITE WWW.ESIGNTRUST.COM. THE SUBSCRIBER FURTHER AGREES TO BE BOUND BY THE PROVISIONS OF THE GUIDELINES, WHICH ARE HEREBY INCORPORATED INTO THIS TERMS OF SERVICE AS IF SET OUT WORD HEREIN. THE SUBSCRIBER UNDERTAKES TO READ GUIDELINES REGULARLY TO TAKE NOTE OF ANY AMENDMENTS MADE TO IT FROM TIME TO TIME BY ESIGNTRUST.

BY APPLYING FOR, ACCEPTING, OR USING THE SIGNATURE SERVICE, THE APPLICANT / SUBSCRIBER AGREE TO OBSERVE AND BE BOUND BY THE TERMS AND CONDITIONS OF THE “SUBSCRIBER AGREEMENT OF ELECTRONIC CERTIFICATE”.

1. APPLICATION AND USE OF SERVICE

- (1) To apply for the Signature Service, including new applications, changes or revocations of the Signature Service, the Applicant / Subscriber must fill out the application form and submit it to eSignTrust. The application shall take effect after all required procedures are well completed and the request is accepted by the Signature Service System, being then considered as a successful application;
- (2) Subscribers of the Signature Service are limited to the Subscribers of the Electronic Certificate for which the Signature Service is suitable;
- (3) After the successfully application, the Subscriber is provided with a Signature Service Account and an Electronic Certificate to be used for the Signature Service;
- (4) The Account Login Name of the Signature Service must be supplied by the Subscriber, according to the requirements written in the application form or the guidelines provided by eSignTrust. After successfully accepted, the Account Login Name cannot be changed;
- (5) When registering the Signature Service Account, the Subscriber must personally set all applicable passwords, PINs, challenge phrases and personal activation data for the login registration and for the Electronic Certificate registration. The use of his Electronic Certificate’s private key which is contained in the Signature Data Pack is controlled by the Access Code, only known by the Subscriber. To manage the effectiveness of the Signature Service, eSignTrust securely stores the encrypted passwords for Account Login and Certificate revocation. All the remaining foregoing information, including the Access Code, is not kept by eSignTrust, so to ensure that the access to the private key is, with a high level of confidence, solely controlled by the Subscriber. In case of loss or forgetting of the Access Code, Subscriber can only regain access to his private key if either, during the Account registration, (i) requests a printed copy of the Recovery Code, to be kept by the Subscriber, or (ii) expressly asks eSignTrust to keep safe, on his behalf, his personal recovery data through cryptographic means;
- (6) In case the Signature Service Account is in normal condition, that is, not in the condition of pending activation, interrupted (suspended), locked or revoked, Subscriber may change the Account Login password of the Signature Service anytime at eSignTrust website;
- (7) If the Subscriber has lost or forgotten his Account Login Name and/or password, or if the Signature Service Account is interrupted (suspended) or locked, Subscriber must request for the password reset and/or the account unlock procedure to eSignTrust;

- (8) If the Subscriber has lost or forgotten the Access Code to access his Signature Data Pack containing his Electronic Certificate's private key, he must notify immediately eSignTrust, and request, in person at eSignTrust Registration premises or designated location(s), the recovery of the accessibility by providing the Recovery Code, or by allowing eSignTrust to recover it from the cryptographic token(s). The Subscriber resets a new Access Code using the Recovery Code. If the Subscriber neither be able to provide the Recovery Code nor expressly asked eSignTrust to keep safe the recovery data, as mentioned in number 5, Subscriber must apply for the Certificate revocation and re-apply for a new Electronic Certificate;
- (9) The Application Service(s) provided by the corresponding Provider(s) are governed by the relevant Terms and Conditions.

2. SUBSCRIBER OBLIGATIONS

By signing the Application Form, the Subscriber:

- (1) Agrees and authorises eSignTrust to use secure device(s) to store and keep safe the Signature Data Pack in which the private key and the Certificate are contained, in a way that the Subscriber is the only person to have access to it, and agrees that the Subscriber is the sole responsible party for the use of his private key;
- (2) Agrees to take all prudent and necessary safety precautions to protect the confidentiality of his login of the Signature Service Account and his Access Code to access his private key, away from unauthorized use, and agrees to assume full and sole responsibility for the consequences of any failure to take such precautions; or to fully indemnify eSignTrust for the loss of any person or organisation arising from any breach or non-observance or non-compliance of the Terms of Service;
- (3) Agrees that no implied or expressed warranties are given by eSignTrust in relation to the Signature Service Account provided by eSignTrust;
- (4) Further undertakes that, in the event of his login of Signature Service Account and his Access Code to access his private key is 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 Signature Service Account and his key pair / Certificate;
- (5) Agrees that all information and representations made by him regarding the Signature Service, including the Electronic Certificate, are and will remain true and accurate during the operational period of the same. Further undertakes that, in case of any changes, shall immediately notify eSignTrust;
- (6) Agrees that all information, including the email address, supplied in the application process of Signature Service, which also includes the Electronic Certificate, does not infringe in any way the trademarks, company name, or any intellectual property rights of any third party, and shall never be used for any illegal purposes in the future;
- (7) Agrees not to use public informatic equipment to log on or use the Signature Service, and is aware that for the sake of Subscriber's own interests, eSignTrust recommends not to use any numbers or words that are easy to guess as passwords or codes and that passwords or codes should be regularly changed;
- (8) Agrees not to cause any nuisance, influence, threat, interference, damage or loss to the normal operation of the systems and normal use by third parties of Signature Service and Application Service(s); and
- (9) Takes the responsibility to pay for the use of Signature Service, if any.

3. ESIGNTRUST RESPONSIBILITIES

eSignTrust hereby agrees to exercise a reasonable degree of skill and care in performing the obligations and exercising the rights it has to provide the Signature Service. eSignTrust:

- (1) Shall be responsible for protecting the security and integrity of Subscriber's Signature Data Pack, using secure device(s), in which Subscriber's private key and Certificate are contained, in a way that Subscriber is the only person to have access to it;
- (2) Shall transmit and provide, the necessary personal data to the Application Service Provider(s) per Subscriber's request in a secure and effective manner;
- (3) Shall not be responsible for any content in any format, any behavior, any service, or any contract signed by or adopted by the Subscriber using the Signature Service;
- (4) Shall not be responsible for the use of the Subscriber's login Account, private key and Certificate of the Signature Service;
- (5) Further reserves the right to interrupt (suspend) or terminate the Subscriber's login Account of the Signature Service, without prior notice, when (i) eSignTrust suspects a compromise of the Subscriber's login Account, private key or Certificate, or (ii) if such compromise is proven, or (iii) eSignTrust is properly requested to do so in accordance with the Law and/or the Certification Practice Statement of Macao Post and Telecommunications eSignTrust Certification Services (CPS), or (iv) Subscriber fails to pay for the use of the Signature Service, if any payment is due. eSignTrust shall not be responsible for any loss to the Applicant, Subscriber, Application Service Provider(s) or any third party, due to the aforementioned actions;
- (6) Reserves the right to modify, delete, suspend or terminate the Signature Service or any part of the Service provided by eSignTrust without prior notice. eSignTrust shall not be responsible for any loss to the Applicant / Subscriber, Application Service Provider(s) or any third party, due to the aforementioned actions;
- (7) Reserves its right to amend the provisions of this Terms of Service from time to time, without prior notice.

4. WARRANTY

By signing the Application Form and accepting a Certificate, the Subscriber warrants to eSignTrust and anyone who relies on his Signature Service Account and Certificate that:

- (1) Since the time of the creation and activation of the Signature Service Account, he has been and will remain the only person possessing his Access Code to access his Signature Data Pack in which his private key is contained and no unauthorized person has used or will use his private key;
- (2) He uses his Signature Service Account, the private key and the Certificate exclusively for authorized and legal purposes consistent with the Terms of Service and any applicable terms and conditions applied to Electronic Certificate; and
- (3) 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 or interrupted (suspended), at the time the electronic signature is created.

eSignTrust warrants that:

- (1) It will use reasonable care in the creation of the Signature Service Account and in the operation of the related information system;
- (2) It will use effective security measures to protect the Signature Service System and to prevent from unauthorized accesses;
- (3) It will use within reasonable capacities the systems and products capable of ensuring the proper storage and safety of the Signature Data Pack so as to guarantee the security and integrity of them and the prevention from unauthorised use of the private keys.

5. PRIVACY

- (1) Subscriber authorises eSignTrust to use the personal data indicated in the fields marked by "*" and "#" in the Application Form, provided by the Subscriber in the application procedures, to communicate the referred data to the Application Service Provider(s), for the use in the respective requesting services(s), without prejudice to, at any time, manifest the contrary;
- (2) Pursuant to the provisions of Law no. 8/2005 ("Personal Data Protection Act"), eSignTrust and CTT will handle the personal data provided by Subscriber accordingly;
- (3) Subscriber accepts entirely and without reserves the Personal Data Recollection and Treatment Policy Declaration of CTT;
- (4) Subscriber has the right to request for access, rectification or update of his personal data stored in eSignTrust and CTT;
- (5) In compliance with a legal obligation, personal data may be communicated to the competent entities.

6. 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 SIGNATURE 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 SIGNATURE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SIGNATURE SERVICE. THE SUBSCRIBER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SIGNATURE 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.

7. ESIGNTRUST'S ABILITY TO SUB-CONTRACT

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

8. SEVERABILITY

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

9. GOVERNING LAW

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

電子證書登記人協議

在申請、接受或使用澳門郵電電子認證服務（“eSignTrust”）的電子證書（或稱“證書”）前，申請人及授權用戶（“登記人”）必須先詳細閱讀及接受本登記人協議（下稱“登記人協議”或“協議”）之條款。如果申請人或登記人不接受本登記人協議之條款，請勿申請、接受或使用電子證書。

1. 認證作業準則（“CPS”）

在簽署證書申請表格（包括附頁）時，即代表登記人已承認讀畢並明白本登記人協議的條款和細則，並且對認證作業準則加諸登記人及信賴方之義務及責任完全知悉。認證作業準則（下稱“準則”）可於以下網址下載 www.esigntrust.com。登記人更同意受準則中的條款約束，包括 eSignTrust 限制的及排除的法律責任，如同載於本協議中。

eSignTrust 提供的證書及證書服務是受準則所規範。本協議之條款和細則收編了準則。準則構成及為適用於所有目的將會視為本登記人協議之一部份。登記人必須定時細閱準則以留意 eSignTrust 對準則之不定時修訂。

本協議之條款和細則連同準則合為準則中及其他相關文件中所指的整份登記人協議。

2. 登記人義務

根據準則，在簽署證書申請表格（附頁）及接受發出之電子證書時，即表示登記人：

- (1) 同意受約束於 (i) 本登記人協議的條款和細則及 (ii) 認證作業準則的條款，準則規範 eSignTrust 發出的證書的使用且將會不定時修訂；
- (2) 同意私人密碼匙及證書之使用風險完全由其獨自承擔；
- (3) 同意 eSignTrust 從沒有隱含或明示就其簽發的密碼匙或證書作出保證；
- (4) 同意因失責維護其私人密碼匙及證書的安全性及完整性；或違反、不遵守或不承諾準則或本協議的條款和細則，由此而造成任何人士或機構的損失，須對 eSignTrust 作出全部賠償；
- (5) 同意採取所有謹慎和必要的預防措施對其私人密碼匙和所有適用的啟動數據作出全面保密，並對任何因其失責而致的後果完全和獨自承擔責任；
- (6) 進一步承諾在其私人密碼匙或證書被洩露或懷疑被洩露，或出現證書應予撤銷的情況下，立即通知 eSignTrust 以及其他使用其密碼匙對 / 證書與其交換訊息或執行交易的登記人士和相關人士；
- (7) 同意其提交於證書上的一切資料及聲明均真實無偽，且將在證書應用期間繼續真實；以及
- (8) 同意在證書申請過程中提供的一切資料沒有在任何方面侵犯商標、公司名稱或任何第三方的知識產權。

3. 澳門郵電電子認證服務之責任

澳門郵電電子認證服務特此與各登記人承諾，作為一個認證實體，執行合理程度的技術和謹慎以履行責任及行使權力，如下述及載於準則中。澳門郵電電子認證服務：

- (1) 對登記人使用 eSignTrust 發出的證書所傳送的内容、訊息、採用或簽署之合約概不負責；
- (2) 對登記人的私人密碼匙及證書的一切使用概不負責；
- (3) 根據準則相關條款把登記人之公開密碼匙及證書發佈於 eSignTrust 之證書資料庫中；
- (4) 對認證作業準則及本登記人協議的不定時修訂保留權利；以及
- (5) 進一步保留撤銷私人密碼匙及證書之權利，當 (i) eSignTrust 懷疑登記人的私人密碼匙或證書被洩露 或 (ii) 證實被洩露 或 (iii) eSignTrust 根據認證作業準則被適當地要求。

4. 保證

根據認證作業準則，在簽署證書申請表格（附頁）及接受發出之證書時，代表登記人向澳門郵電電子認證服務及任何信賴其證書的人士作出保證：

- (1) 所有在證書申請中提交給 eSignTrust 的資料均為真實無偽，且將在證書應用期間繼續真實；
- (2) 提供的證書資料（包括電郵地址）沒有侵犯任何第三方的知識產權；
- (3) 提供的證書申請資料（包括電郵地址）從來沒有及將不會用作任何非法用途；
- (4) 自證書建立時起，僅有其持有任何維護其私人密碼匙的任何辨識碼、個人識別號、軟件或硬件設施，且未經授權者亦無法存取之；
- (5) 其私人密碼匙及證書只作經授權的合法用途，並符合準則中的條款和細則及本登記人協議；以及
- (6) 使用其私人密碼匙建立的每一個電子簽名均為其電子簽名，並在建立該電子簽名時，有關證書已被接受及尚屬有效（不是已逾期或被撤銷的）。

澳門郵電電子認證服務保證：

- (1) 以合理的謹慎來製造證書以確保在證書所載資料方面沒有錯誤；
- (2) 證書符合準則所規範所有具重要性的要件；
- (3) 其證書撤銷服務及資料庫的使用，符合準則所規範所有具重要性的要件。

5. 免責條款

澳門郵電電子認證服務明確地拒絕承擔任何類型的保證責任，不論是明確或隱含的，包括但不限於適售性之隱含保證、特定目的之適用性保證和不侵犯權利之保證。除了第四部分所作出之保證，澳門郵電電子認證服務不擔保服務一定能滿足登記人的要求、也不擔保服務不會受中斷、對服務的及時性、安全性或出錯發生都不作出任何保證；亦不會對經由使用 eSignTrust 服務獲取的結果或從 eSignTrust 服務得到的任何資料之準確性及可信性作出任何保證。登記人明白及同意對所有從澳門郵電電子認證服務下載或因使用而獲取的内容或資料是經由自己獨立判斷、並承擔相關風險。澳門郵電電子認證服務對於登記人從第三方購買的任何產品或服務一概不負任何保證責任。

6. 澳門郵電電子認證服務對分包契約的權力

登記人在此同意 eSignTrust 可以把履行本協議之部分或全部工作之義務，批給由 eSignTrust 所選擇之某一或多個分包商代其執行。不論有關分包契約行為是否發生，eSignTrust 仍將會負責履行本登記人協議。

7. 可分割性

如果本協議之任何條款或規定在整體或部分中宣佈無效或不可執行，此條款或規定將不會影響本協議之其餘部分；本協議將會視程度而作出必要修訂，使本協議可執行、有效以及，與適用的法律及各方之原本意向儘可能相一致；而餘下之條款及規定將會保留全部效力及作用。

8. 管轄法律

本協議受澳門特別行政區法律規管，每一方均同意協議上所指定任何有關提供服務的爭議將會在各方面受澳門特別行政區之法律所規管及詮釋。

Subscriber Agreement of Electronic Certificate

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:

- (1) 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;
- (2) Agrees that the use of the private key and the Certificate is solely at his own risk;
- (3) Agrees that no implied or express warranties are given by eSignTrust in relation to the keys and the Certificate issued by eSignTrust;
- (4) 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;
- (5) 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;
- (6) 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;
- (7) 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
- (8) 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:

- (1) 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;
- (2) Shall not be responsible for the use of the Subscriber private key and Certificate;
- (3) Shall publish the Subscriber public key and Certificate in the eSignTrust Certificate Repository in accordance with the applicable provisions of the CPS;
- (4) Reserves its right to amend the provisions of the CPS and this Agreement from time to time; and
- (5) 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:

- (1) All the information provided to eSignTrust in the certificate application is and will remain true and accurate during the operational period of the same;
- (2) No certificate information provided (including e-mail address) infringes the intellectual property rights of any third parties;
- (3) The certificate application information provided (including e-mail address) has not been and will not be used for any unlawful purpose;
- (4) 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;
- (5) 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
- (6) 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:

- (1) It will use reasonable care in the creation of the Certificate to ensure no errors introduced by itself in the certificate information;
- (2) The Certificate complies in all material aspects with the CPS; and
- (3) 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.