

Chunghwa Telecom HiNet SSL Server Certificate Service Contract

The SSL server certificate (hereinafter referred to as the Certificate) service provided by Data Communications Branch, Chunghwa Telecom Co., Ltd. (hereinafter referred to as the Branch) is a level 3 certificate issued through the MOEA approved certification authority, the Chunghwa Telecom Public Certification Authority (hereinafter referred to as the PublicCA).

I. Certificate Usage

SSL certificate are used to establish secure channels between browsers and website servers, provide service identity authentication and data transmission encryption.

II. Certificate Application and Issuance

(1) When applying for a certificate, the subscriber shall self-generate a key pair and certificate request file, connect to the Public Certification Authority (PublicCA) service website (<https://publicca.hinet.net>) and provide legal, factual and complete information for the items presented through the application procedure. The subscriber prints out the application form (must use government PKI approved certificate IC card to electronically sign the application information) and sends it together with the required certification documents to the Branch.

(2) The Branch shall perform the certification application authentication procedure in accordance with the PublicCA certification practice statement (CPS) and notify the subscriber of the review results. The Branch reserves the right to refuse issuance of certificates.

(3) After receiving notification of certificate approval from the Branch, the subscriber shall connect to PublicCA service website to perform certificate receipt work. After the certificate receipt work is completed, it means that the subscriber must follow CPS regulations during certificate use. The certificate will be posted on the PublicCA service website for inquiry use by relying parties.

III. Applicability

(1) The subscriber should own or be authorized to use the domain name and e-mail address listed on the certificate applied for by the subscriber. The certificate applied for the subscriber or the website domain name listed on the certificate shall engage in legal and legitimate activities.

(2) The key pairs used with the certificates applied for by subscribers may not be used for other purposes and shall be kept independently.

(3) The subscriber shall remove invalid certificates when their term expires or are

revoked for other reasons.

(4) The subscriber may install the SSL secure certificate seal (certificate seal) provided by the Branch during the certificate usage period to the websites listed on the certificate. All certificate seals shall be removed in the event of certificate failure.

(5) Subscribers should promptly notify the Branch by telephone or other means to revoke the certificate if the private key of the certificate applied for by the subscriber is lost or stolen.

(6) The maximum number of domain names listed on each multi-domain certificate is 99.

(7) Subscribers may not transfer or lend key pairs and certificates to others without permission from the Branch.

(8) If the subscriber manages a high traffic website, add a staple mechanism. See RFC4366 (<http://www.ietf.org/rfc/rfc4366.txt>) and server manual settings and provide response message from the online certificate status protocol (OCSP) for the subscriber's high traffic website and other customers' TLS Handshake.

(9) The subscriber agrees to follow relevant laws, related Internet rules and the various service and business regulations of the Branch for matters not covered under this Contract.

IV. Service Changes, Suspension and Interruption

The Branch may temporarily suspend or interrupt all or a portion of the service without prior notice under the following circumstances and not bear any liability.

1. Movement, replacement or maintenance of service-related systems and equipment.
2. Service suspended or interrupted due to reasons not attributable to the Branch.
3. Service suspended or interrupted due to a force majeure.
4. The subscriber violates Article 3 of the Contract.
5. The service must be suspended due to a change in circumstances.

V. Certificate Revocation

The Branch reserves the right to revoke certificates should any of the following circumstances occur and shall not bear any liability.

1. The subscriber submits false information.
2. The subscriber does not make payment to the Branch within the payment period after the certificate is issued (after the 30-day satisfaction trial period and payment reminder).
3. The subscriber improperly uses this service or violates any provision of the Contract.
4. Confirmed fraudulent use, counterfeiting or compromise of the certificate

subscriber's signature private key.

5. Confirmed fraudulent use, counterfeiting or compromise of the PublicCA's private key or information system which affects certificate reliability.

6. Confirmed certificate issuance which did not follow CPS regulations and procedures.

7. Subscriber has violated the CPS or any other contractual or related regulations or is unable to bear related liability.

8. As notified by judicial or investigative authorities or in accordance with relevant legal provisions.

VI. Breach of Contract

If a breach of contract by the subscriber results in damages to the Branch or other third parties (including but not limited to any direct or indirect damage), the Branch shall not bear any responsibility. If the Branch is held liable for damages, the subscriber shall compensate the Branch for the amount paid as a result.

VII. Disclaimer of Warranty Liability

(1) Clear limitations for certificate applicability have been set. The Branch shall not bear any legal liability for damages arising from exceeding its range of application.

(2) The subscriber and the person in question shall be individually responsible for infringement or illegal use, transmission or implementation of the certificate, digital signature or any other transaction or service related to the Contract by an employee, agent, user or customer of the subscriber in violation of the Contract (including but not limited to copyrights, trademarks, patents or domain names) which causes a third party to incur damages. Under no circumstances shall the Branch be held responsible. In the event that damages are incurred by the Branch due to the above actions by Party B, Party B shall compensate the Branch for the damages suffered as a result.

(3) The subscriber shall ensure the security of the computer system and reliability of related application systems. Damages incurred by others which are attributable to the computer system or application systems shall be borne solely by subscriber.

(4) In the event that one party is unable to fulfill one's contractual obligations on time for reasons not attributable to the parties, natural disasters or other force majeure, the party shall immediately notify the other party when the event occurs and shall not be liable to compensate the other party for damages.

VIII. Limitation of Liability

The Branch is only responsible for direct damages suffered by the subscriber due to

intentional or negligent handling of certificate work. If the damages may be handled through issue of replacement certificates, then the replacement certificate issue procedure is used. If the damages cannot be handled by replacement certificate issue procedures, the Branch's maximum total compensation limit is NT\$3,000,000. This compensation limit is the maximum compensation amount. The actual compensation amount is determined based on actual damages suffered by the subscriber.

IX. Intellectual Property Rights

The patents, copyrights, trademarks, business secrets, know-how and other intellectual property rights for the certificate service hardware, software, programs and content (including but not limited to text, instructions, drawings, photos, graphs, files, page design, website planning and layout) belong to the Branch or other right holders. Without the written authorization and permission of the right holder, the subscriber may not reproduce, broadcast publicly, display publicly, present publicly, adapt, edit, lease, distribute, reverse engineer, recompile, decompile, disassemble or offer derivative products or services from this Service. If there is a violation, the subscriber shall not only independently bear legal responsibility but the Branch may also request damage compensation from the subscriber if damages or losses are incurred by the Branch as a result.

X. Amendment and Revision of Service Terms and Conditions

The subscriber agrees to check the contract terms from time to time that are posted on the certificate authority service website. If there are any amendments or revisions to the Contract, the subscriber agrees to be bound by the terms from the time the revised provisions are announced on the website. The certificate should be immediately suspended if the subscriber does not agree to the changes made to the Contract by the Branch.

XI. Supplemental Provisions

If any provision of this Contract is determined to be invalid, this shall not affect the validity of the remaining provisions.

For any matters not covered under this Contract, relevant laws and related Branch service and business agreements shall apply.

XII. Governing Law and Jurisdiction

- (1) The Contract shall be governed by and construed in accordance with the laws of the Republic of China.
- (2) If any disputes arise with the Branch due to use of this Service, the subscriber

agrees do resolve the dispute through good faith negotiations. In the event that litigation is necessary, the parties agree that the Taiwan Taipei District Court shall be the court of first instance.