

Subscriber Agreement for GDCA Electronic Signature Certificates for Cross-boundary Electronic Transactions between Hong Kong and Guangdong

粵港跨境电子交易 GDCA 数字证书用户协议

Global Digital Cybersecurity Authority CO., LTD. (hereinafter the “CA” or “GDCA”) is a third-party certification authority registered in Guangdong Province and granted the License of Electronic Verification in compliance with “Electronic Signature Law of the People's Republic of China”. As a publicly trusted third-party entity established by law and granted the License of Electronic Verification, the CA issues digital certificates (collectively, “Certificates”) in accordance with laws and regulations to the person or entity (“Subscriber”) for e-commerce transactions and e-government public services. “Certificates” in the Agreement refers to a trusted digital file that is digitally signed by an authoritative, credible, and impartial third-party certification authority (CA) licensed by the People's Republic of China. In order to further clarify the rights and obligations of both parties Subscriber and pursuant to the “Electronic Signature Law of the People's Republic of China”, “Measures for the Administration of Electronic Certification Services”, “Arrangement for Mutual Recognition of Electronic Signature Certificates Issued by Hong Kong and Guangdong”, and “Certificate Policy for Mutual Recognition of Electronic Signature Certificates Issued by Hong Kong and Guangdong”, the CA and Subscriber have reached the following agreements regarding the application and use of certificates.

数安时代科技股份有限公司（以下简称“CA 机构”或“GDCA”）是依据《中华人民共和国电子签名法》获得电子认证服务许可并在广东省注册登记的第三方电子认证服务机构，CA 机构作为依法设立并获得《电子认证服务许可证》的第三方信任机构，依法向社会用户（以下简称“用户”）颁发数字证书，用于电子商务活动及电子政务公众服务。本协议中的“证书”指由国家认可的，具有权威性、可信性和公正性的第三方证书认证机构（CA）进行数字签名的一个可信的数字化文件。为进一步明确双方权利与义务，按照《中华人民共和国电子签名法》、《电子认证服务管理办法》、《粤港两地电子签名证书互认办法》和《粤港电子签名证书互认证书策略》等有关规定，CA 机构与用户双方就数字证书的申请和使用达成以下约定：

1. Subscriber Agreement for GDCA Electronic Signature Certificates for Cross-boundary Electronic Transactions between Hong Kong and Guangdong (collectively, the “Agreement”) is a legally binding agreement between the CA and Subscriber that is issued Certificates by the CA. Subscriber is required to read carefully and fully understand each clause of the Agreement, particularly the clauses that exempt or limit the liabilities of the CA, the clauses that limit the rights of Subscriber, and the clauses related to dispute resolution and court jurisdiction. The aforementioned clauses in relation to exemption and limitation, dispute resolution and court jurisdiction are provided in bold to draw Subscriber’s attention. Subscriber’s acceptance of these clauses may cause difficulties, inconvenience or losses under certain circumstances, so please make sure to double check the above-mentioned clauses before accepting the Agreement. Both parties agree that these clauses are legitimate and effective, and they do not constitute the invalid circumstance set forth in article 497 of “The Civil Code of the People’s Republic of China”. Subscriber must accept all the clauses of the Agreement before they can continue to apply for or use the CA’s certificates.

《粵港跨境电子交易 GDCA 数字证书用户协议》（下称“本协议”）由用户与 CA 机构共同缔结，本协议具有合同效力。请用户务必审慎阅读、充分理解各条款内容，特别是免除或者限制 CA 机构责任的条款、对用户权利进行限制的条款以及约定争议解决方式和司法管辖的条款。前述免责、限制及争议解决方式和管辖条款以加粗方式提示用户注意，用户对该等条款的确认将可能导致在特定情况下的被动、不便及损失，请用户在确认本协议之前再次阅读前述条款。双方确认前述条款并非属于《中华人民共和国民法典》第四百九十七条规定的无效条款，并同意该条款的合法性及有效性。用户须同意接受本协议所有服务条款，才能继续申请或使用 CA 机构提供服务的数字证书。

2. The CA's Rights and Obligations CA 机构的权利与义务

2.1 The CA's rights. (1) The CA is entitled to require the Subscriber to provide authentic, complete and accurate Certificates application information. (2) The CA is entitled to require the Subscriber to abide by the Agreement and use Certificates in prescribed duration validity and scope. (3) The CA is entitled to require Subscriber to keep the CA's trade secrets confidential. CA 机构权利：1. 有权要求用户提供真实、完整、准确的材料和信息。2. 有权要求用户在规定的范围以及范围内遵守约定，使用数字证书。3. 有权要求用户对所知的 CA 机构的商业秘密进行保密。

2.2 The CA's obligations. In transactions and activities, the Subscriber may use the Certificates to verify the validity of the Certificates through GDCA. The CA shall assume compensation liability for the losses caused to the Subscriber and other

parties due to the CA's fault during the identity authentication process. Compensation liabilities are stipulated in "GDCA Certification Practice Statement" (CPS). The CPS has been submitted to the Ministry of Industry and Information Technology for the record and published at GDCA website (<https://www.gdca.com.cn>).

CA 机构义务：在交易和作业中，用户使用证书时可通过 GDCA 验证证书的有效性。如果由于 CA 机构的原因导致身份认证错误，造成用户或他人损失时，CA 机构承担赔偿责任，赔偿方法参照 CA 机构《电子认证业务规则》（该规则已在国家工业和信息化部备案，并在 CA 机构的官方网站 <https://www.gdca.com.cn> 公示）。

3. Subscriber's Rights and Obligations 用户的权利与义务

3.1 Subscriber's Rights. (1) Subscriber has the right to require the CA to provide valid Certificates; (2) Subscriber has the right to claim compensation from CA for the losses caused by the CA due to the CA's fault during the identity authentication process.

用户权利：1. 有权要求 CA 机构提供有效的数字证书。2. 有权在因 CA 机构原因导致数字证书主体的身份认证错误，给用户造成损失时要求 CA 机构给予赔偿。

3.2 Subscriber's Obligations. (1) Subscriber is obligated to provide authentic, complete, and accurate material and information, and shall not provide fake, invalid material and information. (2) Subscriber shall properly keep the Certificates safe, and must not leak or deliver them to others. (3) Subscriber shall use reliable and secure systems when using his/her own keys or Certificates; (4) Subscriber should notify the CA and relevant parties promptly after becoming aware of the Certificates being compromised or may have been compromised. (5) Subscriber must use the Certificate within validity and shall not use Certificates that have been compromised or may have been compromised, expired, suspended or revoked.

用户义务：1. 提供可验证的真实、完整、准确的材料和信息，不得提供虚假、无效的材料和信息。2. 妥善保管 CA 机构所签发的数字证书，不得泄漏或交付他人。3. 在使用自己的密钥或数字证书时，应当使用可依赖、安全的系统。4. 知悉数字证书已经失密或者可能已经失密时，应当及时告知 CA 机构及相关各方，并终止使用该数字证书。5. 必须在证书有效期内使用该证书，不得使用已失密或可能失密、已过期、被中止或被撤销的数字证书。

3.3 The Subscriber shall fully understand and confirm that one of the following actions constitutes Certificate acceptance: (1) Subscriber accepts the USB keys that contain Certificates. (2) Subscriber accesses the designated GDCA Certificate service website to download the Certificates, and successful download of Certificates means the acceptance of Certificates. (3) Subscriber downloads Certificates to the local system through personal mobile devices. (4) When GDCA's registration authorities (RAs) download Certificates on behalf of the Subscriber, the downloaded Certificates will be kept in a digital certificate carrier, and acceptance of the certificate carrier means the acceptance of the Certificates. (5) GDCA's RAs download Certificates on behalf of Subscriber after being authorized to do so and Subscriber receives the Certificates through e-mail or other reliable ways, which represents that Subscriber has received the Certificates. (6) Subscriber has received the way of obtaining Certificates, with no objection of Certificates or the content of Certificates. (7) Subscriber fails to oppose or conduct the operation of objection over Certificates or the content of Certificates.

用户清楚知道并确认下列行为之一构成接受证书的行为：1. 用户接受了包含有证书的介质。2. 用户自行访问专门的 GDCA 证书服务网站将证书下载，证书下载完毕即代表用户接受了证书。3. 用户通过移动端自行将证书下载到本地。4. GDCA 注册机构代替用户下载证书，下载的证书将被保存在数字证书载体中，当用户接受了该数字证书载体即代表用户接受了证书。5. GDCA 注册机构在用户的允许下，代替用户下载证书，并把证书通过邮件及其他 GDCA 认为可靠方式发送给用户，即代表用户接受了证书。6. 用户接受了获得证书的方式，并且没有提出反对证书或者证书中的内容。7. 用户反对证书或者证书内容的操作失败。

3.4 The Subscriber shall fully understand and confirm that only if the Subscriber agrees the Agreement and confirms the acceptance of the Certificates can he/she uses the private key corresponding to the Certificates. Once the Subscriber accepts the Certificates issued by the CA, the Subscriber must bear the following responsibilities: (1) The use of the Subscriber's private key should meet the requirements of "KeyUsage" in the Certificates. (2) The use of the Subscriber's private key and Certificates should meet the requirements of the Agreement. (3) The Subscriber must make sure to sign in the name of Subscriber itself when using the private key corresponding to the public key, and ensure that the Certificates have not expired or been revoked before generating electronic signatures. The Subscriber must not use the private key if the Certificates expire or are revoked. (4) The Subscriber should keep control of their private keys and take reasonable precautions to prevent the loss, compromise, alteration or unauthorized use of the private keys. (5) The Subscriber is not allowed to use Certificates for illegal activities. (6) Subscribers shall bear all

responsibilities in the Agreement.

用户清楚知道并确认：用户必须在签订用户协议和确认接受证书后，才能使用证书对应的私钥，一旦用户接受 CA 机构签发的证书，用户即须承担如下责任：1. 用户私钥的使用应符合证书中“密钥用途”（KeyUsage）的要求。2. 用户私钥和证书的使用应符合用户协议的要求。3. 用户在使用证书的公钥所对应的私钥进行电子签名时，即保证是以用户的名义进行电子签名，并且在生成电子签名时，应已确保该证书没有过期或被吊销（若证书已到期或被吊销，用户应停止使用私钥）。4. 用户应保持对其私钥的控制，并采取合理的措施来防止私钥的遗失、泄露、被篡改或未经授权被使用。5. 用户不允许将证书用于非法活动。6. 用户应承担用户协议中的全部责任。

4. **If one of the circumstances below occurs, the responsibilities of the CA shall be exempted: (1) Subscriber violates one of the obligations listed in Section 3 of the Agreement when applying for and using the Certificates. (2) Private key compromise, unauthorized use, falsification or alteration of the certificate due to intentional misconduct or gross negligence by Subscriber. (3) Mis-issuance of Certificates, delay, interruption, and failure of Certificates issuance or termination of all or parts of the Certificates services due to accidents or force majeure. "Force Majeure" refers to unforeseeable, unavoidable and insurmountable circumstances, including but not limited to: (a) Natural phenomena or natural disasters, including earthquakes, volcanic eruptions, landslides, debris flows, avalanches, floods, tsunamis and typhoons. (b) Social phenomena, social abnormal events or government actions, including new policies, laws and administrative regulations issued by the government, wars, strikes and chaos. (c) Service interruption of relevant departments such as electricity, telecommunication and communication departments. (d) Any consequences incurred by Subscriber using the Certificates for other purposes, given that the Certificates issued by the CA are used to identify Subscriber's identity on Internet / Intranet / Extranet and ensure the confidentiality, integrity and non-repudiation of electronic data. (e) The CA has in its discretion complied with the certification practices set forth by national laws and regulations but there are still losses suffered relevant parties.**

有下列情形之一的，应当免除 CA 机构的责任：（一）用户在申请和使用 CA 机构的数字证书时，有违反本协议第三条所列义务之一的。（二）用户故意、过失导致数字证书密钥泄密或被盗用、冒用、伪造或篡改的。（三）由于意外事件或不可抗力而导致数字证书签发错误、延迟、中断、无法签发，或暂停、终止全部或部分证书服务的。本项所规定之“不可抗力”，是指不能预见、不能避免并不能克服的客观情况。包括但不限于：1. 自然现象或者自然灾害，包括地震、火山爆发、滑坡、泥石流、雪崩、洪水、海啸、台风等自然现象。2. 社会现象、社会异常事件或者政府行为，包括政府颁发新的政策、法律和行政法规，或战争、罢工、骚乱等社会异常事件。3. 关联单位如电力、电信、通讯部门服务中断。（四）CA 机构签发的数字证书是用于在网络（Internet/Intranet/Extranet）上标识用户身份、确保电子数据的保密性、完整性和不可抵赖性。用户将数字证书用于其他用途而引起后果的。（五）CA 机构已谨慎地遵循了国家法律、法规规定的数字证书认证业务规则，而仍有损失产生的。

5. **If one of the circumstances below occurs, the CA is entitled to implement mandatory revocation of Certificates without any responsibility: (1) The new key pair has replaced the old one. (2) The private key corresponding to the public key of the Certificates is compromised. (3) The relevant information in the Certificate has changed. (4) Subscriber fails to fulfill the responsibilities and obligations stipulated in relevant laws, regulations or agreements. (5) Subscriber provides inauthentic materials for their initial application. (6) Unauthorized use, falsification or alteration occurs to the Certificates or the Subscriber information. (7) Other temporary actions required by relevant laws, regulations or policies to revoke the Certificates.**

有下列情形之一的，CA 机构有权主动撤销所签发的数字证书，并且不承担任何责任：（一）新密钥对替代旧的密钥对。（二）与数字证书中的公钥相对应的私钥被泄密。（三）数字证书中的相关信息有所变更。（四）用户不能履行相关法律、法规或协议所规定的责任和义务。（五）用户申请初始注册时，提供不真实材料。（六）数字证书或用户信息被盗用、冒用、伪造或者篡改。（七）其他因相关法律、法规或政策的要求采取的临时作废数字证书措施的。

6. **Certificates Revocation. In case the Subscriber does not intend to continue to use the Certificates or the Certificates subjects do not exist due to the death of natural persons or the dissolution of organizations, Subscriber should request to revoke the Certificates by submitting relevant supporting documents and the Certificates to the CA. The CA should revoke the Certificates within 24 hours after receiving the revocation request. Subscriber shall undertake all responsibilities before the revocation of the Certificates.**

数字证书的撤销。用户不希望继续使用数字证书时或因自然人死亡、单位解散等原因导致用户主体不存在时，用户应当携带相关证明文件及数字证书，向 CA 机构申请撤销用户数字证书，CA 机构在接到撤销申请后，在 24 小时内正式撤销

用户的数字证书。用户应当承担其数字证书在撤销前产生的一切责任。

7. Personal information protection. (1) Subscriber and the Certificate Requester agree to submit the necessary identification information to the CA for certificate application, and authorize the CA to collect and/or collect from third-party partners the aforementioned identification information for certification practice, and such information shall be properly used, stored and disclosed in accordance with relevant laws, regulations and regulatory requirements. (2) Subscriber and the Certificate Requester agree to authorize the CA to share the aforementioned identification information with third-party partners in accordance with laws, such as with reliable third parties for the purpose of identity authentication and comparison of Subscriber information. (3) The collection, use, storage and disclosure of personal information by the CA will strictly abide by the laws and regulations on personal information protection, and comply with the GDCA's "Personal Information Protection Policy" on Certificates. For details, please refer to GDCA's official website (<https://www.gdca.com.cn>). Subscriber and the Certificate Requester shall be deemed to agree to this policy when they apply for Certificates.

个人信息保护：1. 用户及经办人同意向 CA 机构提交办理数字证书所必要的身份信息，且用户及经办人授权 CA 机构和/或 CA 机构向其他第三方合作机构收集前述身份信息用于电子认证业务，并按照相关法律法规及监管要求妥善使用、存储和披露此类资料信息。2. 用户及经办人同意授权 CA 机构依法向其他第三方合作机构共享前述身份信息，如：用于身份核验比对用户信息的可信第三方等。3. CA 机构对于个人信息的收集、使用、存储与披露将严格遵守个人信息保护的法律法规，并符合 CA 机构关于数字证书的《个人信息保护政策》，详见 CA 机构官方网站 (<https://www.gdca.com.cn>)，用户及经办人在申请数字证书时即视为同意该政策。

8. Update of the Agreement. The terms of the agreement may be updated by the CA at any time, and updates will be published at GDCA's official website. The updated Agreement will replace the original one once published. If Subscriber does not accept the updated Agreement, he/she may request the CA to revoke the Certificates within 15 days from the date of publication by the CA, or it shall be deemed that Subscriber agrees and accepts the updated Agreement.

协议的更新：本协议条款可由 CA 机构随时更新，CA 机构会通过官方网站进行公布，更新后的协议一旦公布即替代原来的协议条款。用户如果不接受更新后的协议，可于 CA 机构发布之日起十五日内，向 CA 机构提出撤销证书的申请。逾期未提出，则视为用户同意并接受更新后的协议。

9. **The Agreement is not applicable to the test Certificates issued by the CA. The CA shall not assume any liabilities for the consequences incurred by the Subscribers' use of test Certificates.**

本协议不适用于 CA 机构签发的测试证书。用户使用测试证书所导致的后果，CA 机构不承担任何责任。

10. Both parties to the Agreement shall strictly fulfill their obligations according to the Agreement. In the event that either party violates the provisions of this Agreement, the party adhering to the Agreement has the right to require that the defaulting party assume liability for the breach and compensate for any losses incurred. The scope of liability for the breach includes, but is not limited to, attorney's fees, litigation costs, investigation expenses, appraisal fees, notarization fees, preservation costs, assessment fees, and other relevant expenses arising from the handling of breach disputes.

协议双方应严格按照协议履行，任意一方违反本协议约定的，守约方有权要求违约方承担违约责任并赔偿损失，违约承担的范围包括但不限于律师费、诉讼费、调查费、鉴定费、公证费、保全费、评估费及其他处理违约纠纷产生的相关费用等。

11. **Any disputes arising from the Agreement shall be settled by negotiation. Should no settlement can be reached by negotiation, the case shall be governed by the people's court with jurisdiction over the location of the CA. The establishment, validity, enforcement, interpretation and dispute settlement of the Agreement shall be governed by the laws of the mainland of the People's Republic of China.**

因本协议产生的争议，双方协商解决，协商不成的，任何一方可向 CA 机构所在地有管辖权的人民法院诉讼解决。本协议的成立、生效、履行、解释及争议的解决均适用于中华人民共和国大陆地区法律。

12. Statement of Rights. Failure or delay on the part of the CA or Subscriber to exercise in a timely and fully manner the rights agreed in the Agreement or any other rights conferred on the CA by the laws shall not be regarded as a waiver of these rights, nor shall it affect the CA or Subscriber's future exercise of these rights.

权利声明：CA 机构不行使、未能及时行使或者未充分行使本条款或者按照法律规定所享有的权利，不应被视为放弃该权利，也不影响 CA 机构在将来行使该权利。

13. The validity period of the Agreement shall be the same as the validity period of the Certificates. If Subscriber renews Certificates by the expiration of Certificates, the validity period of the Agreement will be extended to the expiration date of

the renewed Certificates.

本协议的有效期限为证书的有效期限。证书有效期限届满，用户更新证书的，本协议有效期限顺延至证书更新期限届满日。

14. **Subscriber confirms to have carefully read and fully understood each clause of the Agreement. The act of the Subscriber signing, stamping on, or adding digital signatures via digital certificates on the application form indicates acceptance of the terms of this Agreement, and this Agreement takes immediate effect..**

用户确认已认真阅读并完全理解本协议中的各项条款，用户在申请表上签名、盖章，或使用数字证书的行为，均表明接受本协议的约束，本协议即时生效。

15. **The CA reserves the final right of interpretation of the Agreement.**

CA 机构对本协议享有最终解释权。