

TERMS & CONDITIONS

Before applying for, accepting, or using a Digital Certificate, it is essential to carefully review the following Terms and Conditions. If you disagree with any of these terms, please refrain from applying for, accepting, or using the Digital Certificate. By accepting these Terms and Conditions, you are entering into a binding agreement with Vista Kencana Sdn Bhd, referred to as the "Subscriber Agreement." This agreement becomes effective upon your submission of the certificate application to Vista Kencana Sdn Bhd. By submitting the Subscriber Agreement and certificate application, you are formally requesting that Vista Kencana Sdn Bhd issue a Digital Certificate to you. It is crucial that you fully comprehend the information provided by Vista Kencana Sdn Bhd and familiarize yourself with the following terms:

1) DIGITAL SIGNATURE & CERTIFICATE

Technology related information regarding digital signature and certificate is available on Vista Kencana Sdn Bhd's website at <https://www.fortisuite.my>

2) DIGITAL SIGNATURE ACT 1997 & DIGITAL SIGNATURE REGULATIONS 1998

Information regarding digital signature legislation can be obtained from Vista Kencana Sdn Bhd's website at <https://www.fortisuite.my/repository/laws-regulations>

3) CERTIFICATION PRACTICE STATEMENT (CPS)

Vista Kencana Sdn Bhd's Public Certification Services are governed by Vista Kencana Sdn Bhd's CPS. You agree to use the Digital Certificate and any related CA services only in accordance with the CPS. It is published on the Internet in the Vista Kencana Sdn Bhd's repository at <https://www.fortisuite.my/repository/cps>

4) RIGHTS, DUTIES & LIABILITIES OF CERTIFICATION AUTHORITY

Vista Kencana Sdn Bhd provides limited warranties and disclaims all other warranties, including any implied warranties of merchantability or fitness for a particular purpose. The company's liability is limited and excludes all liability for incidental, consequential, and punitive damages as outlined in the CPS. Subscriber information provided in the application form will be kept confidential and will not be disclosed to any third party, except where permitted by written law or with the affected person's written consent.

5) RIGHTS, DUTIES & LIABILITIES OF THE SUBSCRIBER

By submitting this application for a Digital Certificate, or by using the Digital Certificate, whichever happens first, you acknowledge that you understand and agree to the terms of this subscriber agreement.

NOTICE OF ACCEPTANCE

The following information will be incorporated in your digital certificate:

- a. a statement confirming that this certificate type complies with relevant regulations.
- b. the unique serial number assigned to this certificate.
- c. the full name of the subscriber as provided*;
- d. the subscriber's distinguished name*;
- e. the public key that corresponds to the subscriber's private key;
- f. an identifier of the algorithm(s) intended for use with the subscriber's public key;
- g. validity period of the certificates*;
- h. the distinguished name of the issuing Certificate Authority, Vista Kencana;
- i. an identifier of the algorithm(s) used to digitally sign this certificate.
- j. details on locating Vista Kencana Sdn Bhd's Certification Practice Statement (CPS)
- k.

The items asterisked (*) above will be stated as per the information you have submitted during the application process. Other information required by the Digital Signature Regulations 1998 (Regulation 38) but not listed above shall be incorporated by reference to Vista Kencana Sdn Bhd's CPS. By accepting this certificate, I hereby declare that:

- a. the subscriber is the rightful owner of the private key associated with the public key in this certificate;
- b. the subscriber hereby authorised Vista Kencana Sdn Bhd to keep a copy of the subscriber's private key in accordance to the requirements of the Digital Signature Act 1997 and its associated regulations.
- c. all information provided to Vista Kencana Sdn Bhd or its Registration Authorities is accurate;
- d. Class 2 certificate will be use in accordance with Vista Kencana Sdn Bhd's CPS;
- e. duty to exercise reasonable care will be taken to protect and maintain the private key;
- f. to indemnify Vista Kencana Sdn Bhd harmless for any loss or damage resulting from the issuance or publication of this certificate in reliance of:
 - the subscriber providing materially false information, either intentionally or negligently.
 - the subscriber intentionally or negligently withholding material information, with the aim of deceiving the Licensed Certification Authority or a certificate user.

PERSONAL DATA PROTECTION ACT (PDPA) 2010 – CONSENT CLAUSE

By submitting this Form, you hereby consent that Vista Kencana Sdn Bhd may collect, obtain, store and process your personal data that you provide in this form for the purpose of providing Certification Authority services, receiving updates, news, promotional and marketing mails or materials from Vista Kencana Sdn Bhd . You hereby give your consent to Vista Kenanca Sdn Bhd to: Store and process your Personal Data; Disclose your Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes.

In addition, your personal data may be transferred to any company within the Vista Kencana Sdn Bhd's parent companies and subsidiaries. For the purpose of updating or correcting such data, you may at any time apply to the Vista Kencana Sdn Bhd to have access to your personal data which are stored by Vista Kencana Sdn Bhd. For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you had disclosed to Vista Kencana Sdn Bhd in this Form. To view our full Data Protection Privacy Statement, Notice please visit our website at <https://www.fortisuite.my/repository/pdpa>.