

NATIONAL FINANCE CENTER (NFC) SUBSCRIBER AGREEMENT

USDA/National Finance Center's Certification Services are governed by USDA/National Finance Center's Certificate Policy (CP), which is incorporated by reference into this Subscriber Agreement. The CP is available in Adobe PDF at <http://sig.nfc.usda.gov/pki>.

You must read this subscriber agreement before applying for, accepting, or using an NFC certificate. If you do not agree to the terms of this subscriber agreement, do not apply for, accept, or use the certificate.

This Subscriber Agreement will become effective on the date you submit the certificate application request to the designated Local Registration Authority (LRA). If this certificate is not activated within 60 days, you will have to request this certificate be reissued. By submitting this Subscriber Agreement (and certificate application) you are requesting that the NFC Certification Authority (CA) issue a certificate to you and are expressing your agreement to the terms of this Subscriber Agreement.

All Certificates

NFC will not have access to my private key corresponding to the public key contained in the digital signing certificate. I understand that the passphrase I establish for my certificate store in a Roaming, Desktop or Smart Card Profile is my responsibility and that the passphrase is unknown to NFC. Further there is no mechanism for NFC to find the passphrase. In the event of a lost passphrase, I will submit an AD-1148, Certificate Action Request Form to my LRA requesting recovery of my private key corresponding to the public key contained in the confidentiality certificate and authorized the generation of a new digital signing public/private key pair.

You agree to notify NFC within 48 hours through your designated LRA if your passphrase(s) or private key(s) is lost, compromised, rendered insecure, or if the information contained in your certificate request, including address, e-mail address, or telephone number, has changed, or become otherwise incorrect or incomplete.

NFC may revoke your certificate(s) at any time without notice if:

- any of the information you supply in your certificate(s) request changes

- NFC knows or suspects that your private key(s) has/have been compromised
- the private key(s) of the issuing NFC CA has/have been compromised
- the signing certificate of the issuing NFC CA is revoked
- for any other reason NFC deems necessary

You agree to use the certificate only in accordance with the CP. As stated in the CP, the NFC CA disclaims certain implied and expressed warranties, including warranties of merchant ability or fitness for a particular purpose, places limits on its liability under this agreement and refuses all liability for consequential and punitive damages. See the CP for important details.

You demonstrate your knowledge and acceptance of the terms of this subscriber agreement by:

1. Submitting an application request and this agreement for a certificate to USDA/National Finance Center or the appropriate Registration Authority;
2. Accepting the certificate; and/or
3. Using the certificate.

Hardware Component Certificate Sponsor

The sponsor is responsible for the proper installation, maintenance, and renewal of the certificate credentials on the hardware component device. **Note:** Hardware component certificates must be repurchased as applicable at the end of the certificate period.

NOTE: This form must be signed in the presence of the Local Registration Authority or Notary Public.

Do not, under any circumstance, share your certificate information with another person. You are responsible if your certificate is illegally used. Your certificate is not like a password. It is an encrypted representation of your legal signature. Anything accessed, activated, or signed by your digital signature is as legally binding as something you sign with your personal signature. You can be prosecuted for illegal use of your Digital Signature.

I agree to keep all passphrase and private key(s) confidential, and to take all reasonable measures to prevent the loss, unauthorized disclosure, modification or use of any passphrase(s), and private key(s). I agree that I will be responsible for those items and that no unauthorized person will have access to them.

I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct (28 USC 1746).

SUBSCRIBER NAME (Print)

SUBSCRIBER SIGNATURE

DATE

LOCAL REGISTRATION AUTHORITY NAME (Print)

LOCAL REGISTRATION AUTHORITY SIGNATURE

DATE

SUBSCRIBED and SWORN to before me by _____

this _____ day of _____, _____,

_____ of _____.

(county) *(state)*

Notary Public Name (Print) _____

Notary Public Signature _____

MY COMMISSION EXPIRES: _____

(Notarial Seal)