

UNIPASS RULES OF USE

A. Introduction

1. You agree that from the Unipass Start Date, (i) you shall become a member of the Unipass Community and as a member you shall receive and be entitled to use and rely on various elements of the Unipass Service strictly subject to all of the terms of this document.
2. You agree that from the Unipass Start Date, you shall receive and be entitled to use an Individual Certificate strictly subject to (i) the Rules of Use outlined in part 2 of Section B below, and (ii) our right of termination set out in Rule 4 below of this Section A.
3. Your membership of the Unipass Community shall automatically terminate either if we give you notice of termination of such membership (which we shall be entitled to give in writing or email at our absolute discretion without any right of appeal or any requirement to provide you with the reasons for such termination).
4. You acknowledge that you have been notified of our Privacy Notice prior to the Unipass Start Date.
5. References to "we", "our" and "us" are references to Origo Secure Internet Services Limited, 7 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH.
6. References to "you" and "your" are references to the person who, being a member, affiliate, employee, contractor, partner, principal, director or officer of an Organisation, who is applying to use the Unipass Service and/or act as a Unipass Controller.
7. All terms and expressions in this document shall, unless otherwise specified or the context otherwise requires, have the meaning and be construed in accordance with the principles set out in Section C below.
8. Unipass (which includes the issue of Individual Certificates) is made available to members of the Unipass Community subject to the Terms of Service outlined in Section D below (which our sub-contractors shall also be entitled to rely on).

B. Rules of Use

1. You shall be entitled to use your Individual Certificate from the Unipass Start Date until its allotted expiry date. We shall, notwithstanding the foregoing, be entitled to revoke your Individual Certificate and/or membership of the Unipass Community at any time at our absolute discretion without any right of appeal or any requirement to provide you with the reasons for such revocation.
2. In applying for, accepting and using the Unipass Service, including your Individual Certificate and/or receiving or relying on other Certificates, you agree that you shall:

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- 2.1 use reasonable endeavours to only install and/or use your Individual Certificate on equipment which meets the requirements of a Secure System;
- 2.2 employ adequate security measures in order to protect your Authentication Credentials from access by third parties and against unauthorised use;
- 2.3 regularly back-up your data and computer system(s) on separate media;
- 2.4 comply with the applicable terms of these Rules of Use in all respects (which includes performing certain obligations);
- 2.5 use reasonable endeavours to prevent any loss, disclosure, or use by any other person of your Private Key (including but not limited to using passwords and/or personal identification numbers on the computer you use to access and use your Private Key and keeping the same secret);
- 2.6 ensure that any information provided to us or any Unipass Controller is complete, true and accurate (including without limitation any information regarding your application for an Individual Certificate);
- 2.7 use your Individual Certificate only during the period for which it is stated as being valid;
- 2.8 use your Individual Certificate only in order to conduct business within the UK financial services industry with other members of the Unipass Community;
- 2.9 ensure that your Individual Certificate is not copied (except for back-up purposes) or provided to any third parties without our prior written consent;
- 2.10 notify those to whom your Certificate is provided in relation to any communication that your Individual Certificate has been issued in accordance with these Individual Certificate Rules of Use and that anyone relying on your Individual Certificate may only do so in accordance with the terms of Rule 2 of Section D below;
- 2.11 revoke your Individual Certificate (which can be done by following the procedures outlined on the Unipass Website immediately: (i) following any actual or suspected loss, theft, modification, disclosure, or other compromise of your Private Key, (ii) if any of the information in your Individual Certificate is inaccurate or is reasonably believed to have been compromised (or if you suspect the same), (iii) upon you ceasing to be a member, affiliate, employee, contractor, partner, principal, director or officer of your Organisation (for whatever reason));
- 2.12 comply with the terms of these Rules of Use and any other proper and reasonable instructions from time to time by either us or any Unipass Controller regarding the acceptance, use or revocation of Individual Certificates;
- 2.13 ensure that a Certificate is Valid before using or relying on it (Certificate validity can be checked by following the procedures outlined on the Unipass Website);

- 2.14 when relying on a Valid Certificate, adhere to the limitations of use contained therein;
 - 2.15 when accessing the Repository whether to rely on a Certificate or for any other purpose, not copy, use, distribute, or otherwise make available to any third party any of the information contained in the Repository except as permitted by the terms of these Rules of Use;
 - 2.16 not misrepresent yourself in any communications with us or any Unipass Controller;
 - 2.17 not use or rely on any Certificate after it has either expired or been revoked or after any instruction to revoke a Certificate has been sent to us or any Unipass Controller;
 - 2.18 not use your Individual Certificate for any unlawful, reckless or negligent purposes; and
 - 2.19 not use your Individual Certificate in connection with messages which send, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights or which comprise unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using Certificates by any third party.
3. If you agree to become a Unipass Controller you also agree that you shall:
- 3.1 comply with the Unipass Controller Guidelines;
 - 3.2 ensure that you retain all documentation, records and/or materials (electronic or otherwise) relating to the performance of your obligations as a Unipass Controller pursuant to this Rule 3 and make available the same to us upon request; and
 - 3.3 act at all times in a competent and professional manner when performing your obligations as a Unipass Controller.
 - 3.4 Your obligations in relation to your use of your Individual Certificate pursuant to this Rule 3 shall remain in force for the period for which your Individual Certificate remains Valid.

C. Definitions & Interpretation

1. The following terms and expressions shall, unless otherwise specified or the context otherwise requires, have the following meaning and these Rules of Use shall otherwise be construed in accordance with the principles set out in this Section C:

"Authentication Credentials" : means the items used to test whether users are who they claim to be, including without limitation user names and passwords, digital certificates, smartcards, PIN numbers and biometrics;

"Certificates" : means "Unipass" digital certificates issued to members of the Unipass Community (including but not limited to Individual Certificates issued to Individuals) pursuant to the use of Unipass;

"Digital Signature" : means a datum that is to all intents uniquely associated with a message, file or other data from which it has been generated, and is of a form by which it can be unambiguously associated with or linked to a person or entity, generally by means of a suitable cryptographic key;

"Individual" : means any person who is either an employee, affiliate, contractor, partner, principal, director or officer of an Organisation who uses or relies on Certificates;

"Individual Certificate" : means a "Unipass" data file issued to an Individual (including but not limited to Unipass Controllers) that identifies that Individual, the Organisation, contains that Individual's Public Key, identifies the Individual Certificate's operational period, contains an Individual Certificate serial number and identifies us as the issuer of the Individual Certificate;

"Message" : means a message bearing a Digital Signature verified by the Public Key included in a valid Certificate;

"Organisation" : means your firm or other business entity or affiliated organisation or network in respect of which you are making an application to use Unipass;

"Organisation Group" : means your Organisation and all of its subsidiary companies and holding companies, and subsidiary companies of any such holding companies;

"Privacy Notice" : means our privacy notice covering our use of personal data in relation to our various services including the Unipass Service, as amended from time to time and available at https://www.origo.com/home/Privacy_Note.aspx;

"Private Key" : means a cryptographic key that may be used to generate Digital Signatures and for decryption;

"Public Key" : means a cryptographic key that can be made publicly available and which may be used to verify signatures created with its corresponding Private Key and in some circumstances to encrypt messages or files which can be decrypted with its corresponding Private Key;

"Repository" : means a generally accessible database containing Certificates and certain other information relating to Certificates, which can be accessed via the Unipass Website;

"Rules of Use" : means these "Rules of Use" as may be amended or varied by us from time to time;

"Secure System" : means computer hardware and software, which are reasonably

secure from intrusion and misuse, are adequately available, reliable and suitable for use in relation to the use of Unipass, practices and procedures in respect of the same which are enforced by your Organisation;

“Unipass” : means the creation, validation, management, distribution, and revocation by us or our sub-contractors from time to time of Certificates based on public-key cryptography for business dealings by members of the Unipass Community within the financial services industry;

“Unipass Acceptance” : means when you click the “Accept” button to accept these Rules of Use;

“Unipass Application” : means an application by you for a Certificate and/or to act as a Unipass Controller (as applicable);

“Unipass Community” : means the assembled collection of individuals, firms and other entities which have either (i) entered into contracts with us, or (ii) are subject to contracts or rules, in each case regarding the issue and use of Certificates and/or the use of any other part of the Unipass Service;

“Unipass Controller” : means any Individual appointed to assist with the processing of applications for Individual Certificates for other Individuals;

“Unipass Controller Guidelines” means the guidelines for Unipass Controllers which are available on the Unipass Website and which may be updated or amended by us from time to time;

“Unipass Service” : means Unipass;

“Unipass Start Date” : means the date when the first of the following events takes place: (i) Unipass Acceptance takes place, (ii) your “Individual Certificate” is collected, or (iii) your “Individual Certificate” is first used by you;

“Unipass Website” : means our website(s) currently using a primary URL of <http://www.unipass.co.uk>, which may change from time to time at our sole discretion; and

“Valid” : means a Certificate which has neither expired nor been revoked pursuant to the use of Unipass.

2. In these Rules of Use, unless inconsistent with the context or otherwise specified:
3. The (i) masculine includes the feminine and neuter, and (ii) singular includes the plural and vice versa.
4. Headings are included in these Rules of Use for ease of reference only and shall not affect the interpretation or construction of these Rules of Use.
5. References to (i) “Rules” are references to the rules of these Rules of Use, (ii) “persons” are to individuals, bodies corporate, firms, other unincorporated associations and governmental or supra-national authorities, and (iii) “Unipass Rules of Use” or “Rules of Use” are to these

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Rules of Use together with any other documents which are expressly referred to in these Rules of Use as forming part of these Rules of Use.

6. These Rules of Use shall be interpreted and governed according to the laws of England and Wales.

D. Terms of Service

1. By issuing an Individual Certificate, we do not warrant your authority to act or enter into transactions on behalf of yourself, your Organisation, or any other person, and we shall not be liable for any unauthorised acts by you.

2. It shall be the sole responsibility of each member of the Unipass Community (including without limitation you) when relying on a Certificate to (i) decide what weight and reliance should be given to a Message and (ii) to decide whether it considers such Message to have the same legal validity, effectiveness, and enforceability as if such Message had been written and signed on paper. We expressly do not guarantee, represent, warrant or undertake that any such Message will have the same legal validity, effectiveness, and enforceability as if such Message had been written and signed on paper and recommend that all members of the Unipass Community seek legal advice to make an informed decision in respect of the same. We suggest that you make enquiries within your Organisation for guidance on this in the first instance.

3. We shall not be liable to you for the following loss and damage (including costs and expenses relating to or arising out of such loss or damage) whether arising from contract, tort (including negligence) or otherwise and whether or not you have been advised of the possibility of such loss and damage: (i) any indirect or consequential loss, (ii) loss of revenue, business, profits, interest or anticipated savings, (iii) increased costs of working, (iv) loss of goodwill and reputation, (v) loss of or damage to records or data or (vi) third party claims against you for loss or damage. We do not however exclude or limit our liability in respect of the death of, or personal injury caused to, any person by negligence, or for fraudulent misrepresentation by us or any other liability which by law we cannot limit or exclude. In respect of all other costs, claims, expenses, loss or damage under or in relation to use of, reliance on, or access to any part of the Unipass Service (including without limitation Unipass, Certificates, or applications for Certificates) (whether arising from contract, tort (including negligence) or otherwise) including (but not limited to) direct loss and damage: our liability to any person in respect of any claim or series of related claims made in respect of (i) use of or reliance on Unipass and/or an Individual Certificate or application for use of an Individual Certificate, or (ii) the use of any data processed in connection with Unipass or these Rules of Use, in each case shall not exceed £15,000 (UK pounds sterling).

4. We shall not be liable for any costs, claims, expenses, loss and damage attributable in whole or in part to use of a Certificate by any member of the Unipass Community contrary to the rules and procedures set out in the applicable contract or rules governing the use of Certificates (including without limitation to the foregoing generality (a) the use of a Certificate by any person after notice

of its revocation has been published in the Repository or (b) the use of an Individual Certificate contrary to these Rules of Use).

5. The use of the internet in connection with the Unipass Service (or any part of it) is at your own risk and we shall not be liable for any claims arising from such use. We shall not be liable for (i) your fraudulent, reckless or negligent use of any part of the Unipass Service, or (ii) any breach or failure of encryption that is caused by (a) the development of new encryption breaking technology, and/or (b) the fraudulence, recklessness or negligence of you or other persons including without limitation any breach or abuse of the authentication process in relation to any part of the Unipass Service.

6. If any provision of these Rules of Use is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Rules of Use had been published with the invalid, illegal or unenforceable provision eliminated.

7. We shall not in any circumstances be liable to you for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by you by reason of any failure or delay in the performance of our obligations hereunder which is due to an event beyond the reasonable control of us or of our sub-contractors.

8. We reserve the right to amend or otherwise modify these Rules of Use at our absolute discretion at any time and any such amendments or modifications shall be posted on the Unipass Website.

9. No waiver by us of any of the provisions of these Rules of Use shall be effective unless it is expressly stated to be a waiver and communicated by us to you in writing or by electronic mail. Subject to the foregoing sentence, no delay or failure by us in exercising or enforcing any of our rights or remedies under these Rules of Use will prejudice or restrict our rights, nor will any waiver of rights by us operate as a waiver of subsequent rights. Any notices by us to you (which may be in writing or by email) shall be sent to your address (email or otherwise) as given to us by you or any other address which you may subsequently advise us in writing or by electronic mail. If you need to contact us please send an email to us at admin@unipass.co.uk.