



INDIVIDUAL DIGITAL CERTIFICATE SUPPLEMENT

This Individual Digital Certificate Supplement is incorporated into the [Proof General Terms](#) ("**General Terms**"). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Order Form.

1. **Applicability.** This Individual Digital Certificate Supplement applies to the User to whom Proof issues an Individual Digital Certificate (the "**Individual**").

2. **General.** Proof will use commercially reasonable efforts to verify the information provided by Individual when requesting an Individual Digital Certificate ("**Certificate Application**"). If Proof accepts Individual's Certificate Application, Proof will provide the Individual Digital Certificate to Individual, as an individual, subject to the terms, conditions, and restrictions stated in the Agreement. Proof has no obligation to provide the Individual Digital Certificate to Individual. Proof will tell Individual the length of time that the Individual Digital Certificate is valid. At the end of that validity period, Individual must submit a new Certificate Application for an Individual Digital Certificate. Proof will issue and manage Individual Digital Certificates in accordance with the applicable terms of the Proof Certificate Policy available at www.proof.com/legal/certificate-policy and the Certification Practice Statement available at www.proof.com/legal/certification-practice-statement.

3. **Issuance.** If verification of the Individual is completed to Proof's satisfaction, Proof will issue and deliver the Individual Digital Certificate using any reasonable means of delivery. Proof may change which root or intermediate certificate is used to issue Individual Digital Certificates at any time and without notice. If Proof is unable to confirm the Individual's identity, Proof may refuse to approve the Certificate Application or refuse to issue an Individual Digital Certificate without liability to any person or entity.

4. **Defective Individual Digital Certificate.** The Individual's sole remedy for a defect in an Individual Digital Certificate ("**Defect**") is to require Proof to use commercially reasonable efforts to cure the Defect after receiving notice of the Defect from the Individual. Proof is not obligated to correct a Defect if (i) the Individual misused, damaged, or modified the Individual Digital Certificate, (ii) the Individual did not promptly report the Defect to Proof, or (iii) the Individual has breached any provision of the Agreement.

5. **Obligations and Restrictions on Use.**

5.1 **Protection of Private Key.** Individual must protect the Private Key included in an Individual Digital Certificate. Individual must take all reasonable measures to protect Individual's account, Private Key, and any associated activation data or device (such as a password, pass phrase, or token) from unauthorized use and disclosure.

5.2 **Individual's Obligations.** As a condition of issuance and use of an Individual Digital Certificate, Individual acknowledges and agrees that Individual must:

- (a) provide accurate and complete information as part of the Certificate Application;
- (b) request revocation of the Individual Digital Certificate, if information, to include name and email address, provided by Individual changes or if Individual discovers or suspects that Individual's Private Key was misused or compromised;
- (c) notify Proof if Individual discovers or suspects that Individual's Proof account has been compromised and promptly notify Proof if Individual becomes aware of any misuse of the Individual Digital Certificate;
- (d) fully cooperate with Proof by providing information, assistance, and cooperation as a result of any compromise of the Individual Digital Certificate or the Private Key;
- (e) not use the Individual Digital Certificate for any purpose other than the purpose(s) designated by Proof; and



- (f) use the Individual Digital Certificate in accordance with all applicable laws and regulations.

6. Representations and Warranties. Individual represents and warrants that Individual: (a) provided true and correct information in the Certificate Application and there is no additional information necessary to make the information submitted materially accurate and complete; (b) has the full legal right and authority to obtain an Individual Digital Certificate; (c) has protected and secured the Private Key; and (d) has full legal rights to use the Individual Digital Certificate as part of the Proof Services. Subject to the provisions of this Individual Digital Certificate Supplement and Individual's fulfillment of its duties and obligations under the same, Proof warrants that the Individual Digital Certificate shall be issued and managed in accordance with the applicable terms of the Proof Certificate Policy, the Certification Practice Statement, and this Individual Digital Certificate Supplement.

7. Revocation.

7.1 Revocation. Proof, in its sole discretion, may revoke an Individual Digital Certificate if Proof discovers or reasonably suspects that the Individual Digital Certificate or any element of the Individual Digital Certificate: (a) has been compromised; (b) is being used in connection with any illegal activities, such as phishing attacks or fraud; (c) is being used in connection with activities that violate industry norms for acceptable network use, such as hate speech, defamation, intellectual property infringement, non-consensual sex acts or child pornography, network abuse, bulk correspondence (spam), etc.; (d) the continued use of the Individual Digital Certificate presents a risk to the security or integrity of the public key infrastructure ("PKI") or presents any other risk to its business, its reputation, Relying Parties, or other users; (e) Individual is engaged in conduct that is illegal or would be grounds for revocation of the Individual Digital Certificate under this Individual Digital Certificate Supplement; or (f) other grounds stated in the Proof Certificate Policy or Certification Practice Statement. Revocation of the Individual Digital Certificate may also be backdated to protect Internet users and the PKI. "**Relying Parties**" include any and all entities that rely upon the information contained within the Individual Digital Certificate.

7.2 Other. In addition, an Individual Digital Certificate may be revoked, if Proof ceases doing business or is no longer allowed to issue Individual Digital Certificates and no other certificate provider is willing to provide revocation support.

7.3 Expired and Revoked Individual Digital Certificates. Individual may not use any revoked or expired Individual Digital Certificate. Individual may not use any Private Key associated with Individual's revoked or expired Individual Digital Certificate(s) except to decrypt previously encrypted data associated with Individual's Private Key.

8. Indemnification. Individual will indemnify, defend, and hold Proof, its affiliates and their officers, directors, employees, agents and representatives harmless from and against any and all costs, damages, liabilities or expenses (including reasonable attorneys' fees) arising from any third-party claims resulting from (a) Individual's misrepresentation of, or omission, of any material fact in the Certificate Application or otherwise submitted to Proof for purposes of the Individual Digital Certificate, regardless of whether such misrepresentation or omission was intentional or unintentional; (b) the compromise or unauthorized use or disclosure of an Individual Digital Certificate or a Private Key; and (c) Individual's misuse of an Individual Digital Certificate or Private Key. Individual's obligations under this Section are conditioned on Proof: (x) giving prompt notice of the claim to Individual, (y) granting sole control of the defense or settlement of the claim to Individual, and (z) providing reasonable cooperation to Individual at Individual's request and expense. Proof may participate in the claim's defense at its sole cost and expense. Individual will not enter into any settlement that adversely affects Proof's interests without prior written approval, not to be unreasonably withheld. Individual is not responsible for any settlement it does not approve in writing.

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