



Subscriber Agreement
eSign / e-KYC
v 1.0 – 06.06.19 (Public)

Services Owned and Operated By:

Capricorn Identity Services Pvt. Ltd.

G-5, Vikas Deep Building, Plot-18,

Laxmi Nagar District Centre,

Delhi - 110 092. India.

Phone : 91 11 4244 8288.

eMail : sales@CapricornID.com

Website : <https://www.eSign.Digital>

Capricorn Identity Services P Limited (referred hereinafter as Capricorn) is a Certifying Authority (CA) licensed by the Controller of Certifying Authorities (CCA) under the Information Technology (IT) Act, 2000. To facilitate and promote eSign services, Office of CCA has empanelled Capricorn as an **eSign service provider (ESP)**.

eSign is an online electronic signature service which can be integrated with service delivery applications via an API to facilitate an eSign user to digitally sign a document. Using authentication of the eSign user through e-KYC service, online electronic signature service is facilitated.

This Subscriber Agreement is meant for the users of e-KYC and eSign services provided by Capricorn ESP.

By the act of applying for an e-KYC or for an eSign service, the applicant agrees to abide by the conditions of this Subscriber Agreement. Once an applicant applies for obtaining e-KYC or e-Sign services of Capricorn, he/she further confirms to abide by all the rules and regulations as applicable to the Certifying Authorities subscribers, Capricorn CPS and as enshrined in the Indian IT Act 2000.

DEFINITIONS

- **e-KYC account** shall mean the unique identification number maintained by e-KYC provider.
- **e-KYC Provider** shall mean Capricorn Identity Services Pvt. Ltd. as the e-KYC Provider.
- **e-KYC** mean the transfer of digitally signed demographic data such as Name, Address, Date of Birth, Gender, Mobile number, Email address, photograph etc of an individual collected and verified by e-KYC provider on successful authentication of same individual
- **e-KYC Applicant** : An individual person or organizational person desirous of obtaining a e-KYC account.
- **e-KYC Subscriber** : An applicant whose application for e-KYC Account has been approved successfully.
- **ESP** Shall mean eSign Service Provider empanelled by CCA. Capricorn Identity Services Pvt. Ltd. as the ESP in this case.
- **eSign or eSign Service** is an online Electronic Signature Service in which the key pair generation, certification of the public key by the CA and digital signature creation for electronic document are facilitated by the eSign online Electronic Signature Service provider instantaneously within a single online service based on successful authentication of individual using e-KYC services.
- **eSign User** is an Individual requesting for eSign online Electronic Signature Service of eSign Service provider
- **Digital Signature Certificate (DSC)** shall have the same meaning as defined under the Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time.
- **Controller of Certifying Authorities (CCA)** shall have the same meaning as such term is defined in Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time.

- **Laws** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority, whether in effect or which may come into effect in the future;
- **OTP** shall mean one time password sent to the eSign User's cell phone for the purpose of authentication.
- **CPS** shall mean Certification Practice Statement of Capricorn Identity Services Pvt. Ltd.
- **Party** refers individually to the User of eSign/eKYC services and the ESP;
- **Parties** refer collectively to User and ESP;
- Interpretations
 - In this Agreement, unless the context requires otherwise: (i) reference to singular includes a reference to the plural and vice versa; (ii) reference to any gender includes a reference to all other genders; (iii) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- **Capricorn** shall mean Capricorn Identity Services Pvt. Ltd.

Terms of the Agreement

The e-KYC Applicant agrees that by submitting application for opening of e-KYC account or eSign Services he has read, accepted and shall adhere to all the terms of this Agreement, Capricorn CPS and all other terms and conditions which may be announced by the Controller of Certifying Authorities from time to time. In case the e-KYC Applicant or the User does not agree to the terms and conditions of this agreement he should not use these services.

1. The e-KYC account is valid for a period of Two year from date of approval.
2. The e-KYC Subscriber is responsible for the renewal of the e-KYC account and Capricorn shall not be responsible for continuation of the e-KYC account, if not renewed before the expiry of the validity.

3. The e-KYC applicant agrees to provide information sought by CA, with the supporting documentary evidence wherever required, for verifying identity and credentials of the applicant.
4. e-KYC applicant undertakes to provide correct, factual and true information to Capricorn to enable it to provide e-KYC account.
5. e-KYC applicant agrees that Capricorn can verify the information submitted to open e-KYC account independently.
6. e-KYC applicant/Subscriber will inform to Capricorn if there is any change in information submitted to it, during the enrolment or validity of e-KYC account.
7. e-KYC applicant/Subscriber agrees and confirms to Capricorn that in case he submits wrong or false data, he may be liable under the IT act and other laws prevailing at that time.
8. e-KYC applicant/Subscriber indemnifies Capricorn and its representative that he/she would not hold Capricorn responsible for any damages/claims/ demands/liabilities / costs/expenses both in form of tangible or intangible on account of any action done e-KYC applicant/Subscriber by submitting wrong or false information for creating e-KYC account or doing eSign.
9. e-KYC Subscriber agrees that on the expiry or deactivation of the e-KYC account, e-KYC subscriber will not use eSign services.
10. e-KYC applicant/Subscriber agrees that it would not have more than one account with e-KYC Provider.
11. e-KYC applicant/Subscriber will apply for new account ONLY after the expiry of its existing e-KYC account.
12. In case e-KYC account has been deactivated by Capricorn before the expiry of the validity , the e-KYC applicant / Subscriber cannot submit a new application with the same details.
13. e-KYC applicant/Subscriber and eSign user agrees to pay the requisite fee as prescribed on ESP's website or as agreed upon for the services. The Fees is exclusive of applicable taxes. All applicable taxes on the Services shall be borne by the User and shall be paid by the User to ESP in addition to the Fees.
14. e-KYC applicant/Subscriber and eSign user shall promptly notify Capricorn if there is any incident of misuse or compromise of its e-KYC account or if they thinks that eSign attempt was done on its e-KYC account without its knowledge and consent.
15. e-KYC and eSign user is responsible for its e-KYC account and indemnifies to Capricorn and its representative the he would not hold Capricorn responsible for any damages/claims/liabilities/costs/expenses both in form of tangible or intangibles, on account of any compromise or misuse of its e-KYC account details for eSign or any other services.
16. e-KYC Subscriber gives consents and agrees to ESP publishing/sharing all public information in the DSC to relying parties and General Public.
17. e-KYC Subscriber gives consent and agrees to share e-KYC account details with Capricorn in case e-KYC subscriber wants to opt for Class 2/3 DSC through Capricorn CA services.

18. e-KYC Subscriber and eSign user agrees and confirms that e-KYC Account and eSign services would only be used in accordance with IT act and other Laws and it would be for legitimate use only.
19. e-KYC Subscriber and eSign user agrees that Capricorn would share all the information to investigative agencies and any other agency which CCA authorizes or any agency under Government of India or State government.
20. e-KYC Subscriber and eSign user agrees and confirms that Capricorn can change CPS and terms of the agreement without prior information and e-KYC Subscriber agrees to continue to use the services with the updated terms. In case e-KYC Subscriber and eSign user do not agree on the updated terms he should stop using services and request Capricorn to deactivate the account in writing.
21. e-KYC Subscriber and eSign user at no point of time can ask for compensation from Capricorn more than the amount paid for services or as mentioned in Capricorn CPS (which ever is lower).
22. In case of termination of this Agreement due to any reason, User shall pay ESP all due and payable amounts of Fees for the Successful Transactions completed till the effective date of termination.
23. e-KYC/eSign user agrees and confirms that in case Capricorn deactivates e-KYC account or suspends eSign Services for any reason e-KYC applicant / Subscriber and eSign user will not ask for refund or compensation from Capricorn.
24. eSign user agree and confirms that it has limited warranties on Capricorn ESP services and would be available "As Is", and eSign user would not be entitled for any compensation or refund for non-availability of services.
25. e-KYC/eSign user agree and confirms Capricorn would not be responsible for any loss of business because of non-availability of services.
26. Capricorn reserves right to create e-KYC account of an applicant or e-KYC username and could reject the application without assigning any reason.
27. e-KYC/eSign user indemnifies Capricorn and its representative from any liabilities or claims or demands arising from use of e-KYC account, eSign Services or use of DSC.
28. The ESP shall, during the Term of this Agreement, maintain necessary licences with CCA as required for issuance of DSC. The ESP shall also, during the Term of this Agreement, maintain its empanelment with CCA.
29. Capricorn is not liable for any failure or delay in its performance under this CPS and under this Subscriber agreement due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, and failure of equipment, failure of telecommunications lines, lack of Internet access, sabotage, and governmental action.
30. Any waiver of any part of this Subscriber agreement is applicable only if given in writing by either party.
31. This Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Courts in New Delhi, India shall have exclusive jurisdiction in relation to this Agreement
32. This Agreement constitutes the entire agreement between the Parties. There are not and will not be any verbal statements, agreements, assurances, representations and

- warranties or undertakings among the Parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the Parties..
33. e-KYC/eSign user agrees and confirms that Capricorn shall be preserving the data as per CPS and IT Act as amended from time to time. In case of termination of this Agreement due to any reason or upon expiry of this Agreement, the ESP shall retain a copy of all logs, documents, artefacts etc. for a period of 7 years.
 34. e-KYC/eSign user agrees and confirms that e-KYC account is personal to him and it cannot be transferred or re-assigned to anyone else.
 35. The provisions of this Agreement, which are intended to survive the term of this Agreement by their very nature, shall survive the termination of this Agreement. Notwithstanding the generality of the above, clauses related to indemnity, confidentiality, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this Agreement.
 36. Severability: If any Clause or part thereof, of this Agreement or any agreement or document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future Laws effective during the term of this Agreement, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement, or enter into suitable amendatory or supplementary agreements, as will best preserve for the Parties the benefits and obligations under such provision.
 37. e-KYC/eSign user agrees and confirms that any disputes, claims, controversies or discrepancies relating to this agreement would be resolved mutually and if the same is not resolved within 30 days the aggrieved party could submit the dispute to CCA.
 38. In the case of any dispute arising upon or in relation to or in connection with this Agreement between the Parties, which have not been settled in accordance with Clause 36, any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.
 39. Each of the Parties shall bear the fees and expenses of their respective counsels, accountants and experts and all other costs and expenses as may be incurred by them incidental to the negotiation, preparation, execution and delivery of this Agreement.
 40. This Agreement shall not be assigned by either Party without obtaining a prior written consent from the other.