Service Specific Terms

The following terms apply only to the specific Services to which the Service Specific Terms relate. In the event of a conflict between these Service Specific Terms and the definitive agreement governing your purchase of Services, these Service Specific Terms will control. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them at www.digicert.com/master-services-agreement. If Service Specific Terms are included in an Order Form, then such Service Specific Terms will apply to the applicable Services set forth in such Order Form.

1. Certificates or QTSP Services

If Customer orders Certificates or QTSP Services, then the applicable Certificate Terms of Use, the applicable Certification Practices Statement(s) (“CPS”), and the Privacy Policy, each available in the Legal Repository will apply to such Services, including as to Customer’s right to order, manage, and use, and DigiCert’s provision and management of, Certificates. The Qualified Certificate Terms of Use available at www.digicert.com/qualified-certificate-terms (the “Qualified Certificate Terms of Use”) apply to each Qualified Certificate and PKIoverheid Certificate (each, as defined in the Qualified Certificate Terms of Use) requested or issued by Customer. The Certificate Terms of Use available at www.digicert.com/certificate-terms (the “Certificate Terms of Use”) apply to Certificates other than Qualified Certificates and PKIoverheid Certificates requested or issued by Customer. The applicable Certificate Terms of Use are incorporated herein by reference.

2. Services Addendum

If Customer orders specific Services, including Services related to DigiCert ONE, Embedded Trust (f/k/a Mocana), DNS Trust, DigiCert PKI Platform, or Certificate Subscription Services through CertCentral, then the Services Addendum available in the Legal Repository and at https://www.digicert.com/services-addendum applies to such Services.

3. Thales, Gemalto or SafeNet Products or Services

If Customer acquires Thales, Gemalto or SafeNet product or services from DigiCert, then Customer’s use of such product or service will be subject to the Thales End User License Agreement available at https://cpl.thalesgroup.com/legal, and purchase of Thales’ cloud-based services through DigiCert will be subject to the terms available at https://www6.thalesgroup.com/service-specific-terms.

4. ReversingLabs Products or Services

If Customer acquires Software Trust Manager – Threat Detection from DigiCert, then Customer’s use of components of the product or service that are provided by ReversingLabs will be subject to the End-User Software License Agreement available at https://rli.reversinglabs.com/static/ReversingLabs-EULA-v10-3.pdf.

5. Beta Offerings and Services Offered on a Trial Basis

From time to time, DigiCert may, in its sole discretion, offer some features or products in the Services on a trial basis for evaluation, as a preview or proof of concept, or as an alpha, beta, experimental or other pre-release version (each, a “Trial/Beta Offering”), which may include access to documentation, scripts, code snippets, utilities, configuration profiles, sample code, or other software or Services. All rights to Trial/Beta Offerings are solely for internal testing and evaluation. If Customer seeks to use Trial/Beta Offerings in a production environment (i.e., in connection with products or services that are available on a public basis, or semi-public basis such as to external third-party users or customers of Customer), it may only do so if DigiCert approves in writing. DigiCert may discontinue, modify, restrict, terminate, or cease support for the Trial/Beta Offerings at any time, including with respect to related test environments, and may decide not to make any of the features and functionality generally available. Customer agrees that once Customer uses a Trial/Beta Offering, their content or data may be affected such that Customer may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, Customer may not be able to return or restore data created within the Trial/Beta Offering back to the prior non-beta version. If DigiCert provides Customer access to any Trial/Beta Offerings on a closed beta or confidential basis, DigiCert will notify Customer of such as part of Customer’s use of the Trial/Beta Offerings. For any such confidential Trial/Beta Offerings, Customer agrees to not disclose, divulge, display, or otherwise make available any of the Trial/Beta Offerings without DigiCert’s prior written consent. DIGICERT EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, THAT ANY TRIAL/BETA OFFERING AS PROVIDED TO CUSTOMER, OR AS MAY BE PROVIDED TO CUSTOMER IN THE FUTURE, IS COMPLETE, VERIFIED, TESTED OR WITHOUT BUGS OR ERRORS, OR FIT FOR ANY PURPOSE. THE TRIAL/BETA OFFERING AND ANY RELATED DOCUMENTATION IS PROVIDED AT ALL RELEVANT TIMES AS IS, INCLUDING ALL OF ITS FAULTS, AS AVAILABLE. IN NO EVENT WILL DIGICERT BE LIABLE FOR ANY DAMAGES UNDER THE AGREEMENT RELATED TO TRIAL/BETA OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, OR CONSEQUENTIAL DAMAGES EVEN IF DIGICERT IS ADVISED OF THEIR POSSIBILITY.
6. China Privacy Consent

For natural persons representing the Customer and that reside within the territory of the People’s Republic of China ("PRC") and who share their personal information, as that term is defined under the Personal Information Protection Law ("PIPL") and the Cybersecurity Law ("CSL") of the PRC, with DigiCert, you consent to the following:

a. DigiCert will collect your personal information, as described under the DigiCert Privacy Policy, for the purpose of providing you the products and services agreed to herein and in a manner that complies with PIPL and CSL;

b. DigiCert may collect certain sensitive personal information related to our validation process, including your government-issued identification, in a manner that complies with PIPL and CSL;

c. DigiCert may transfer your personal information outside of the PRC for data processing related to the products and services agreed to herein and in a manner that complies with PIPL and CSL; and

d. DigiCert may disclose your personal information to third parties for data processing related to the products and services agreed to herein and in a manner that complies with PIPL and CSL.