

FINTRAC PUBLIC KEY INFRASTRUCTURE

Subscriber Agreement

BETWEEN:

Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”)

AND:

_____ (“Subscriber”)

1. Purpose

The Agreement contains the terms and conditions under which a Subscriber (i.e. Reporting Entity) may request PKI certificate(s) to be issued to the Subscriber, such that it may be assigned to Designated Certificate Holder(s) (i.e. designated representative(s)) for the purposes of electronic reporting to FINTRAC. The Agreement contains the terms and conditions relating to the delegation of authority to use and rely upon a PKI certificate under the FINTRAC PKI as per the FINTRAC Certificate Policies.

2. Scope

This Subscriber Agreement, together with the Certificate Policies (hereinafter the “CP”) form the entire and sole Agreement between FINTRAC and the Subscriber with respect to the subject matter of the Agreement and supersede all previous negotiations, communications and other agreements whether written or oral relating to it, unless they are incorporated by reference in the Agreement. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Agreement and any written amendment to the Agreement.

3. Definitions

Terms and words used in the Subscriber Agreement have the same meaning as in the FINTRAC Certificate Policies (“hereinafter the “CP”), which can be found at <http://www.fintrac.gc.ca>.

4. Identification Information

The Subscriber attests that the information submitted relating to the PKI application, as corrected or updated from time to time, is true and complete. The Subscriber also attests that it has identified and authenticated the Designated Certificate Holder(s) for the purpose of issuing certificate(s). The Subscriber agrees to notify FINTRAC of any change to this information.

5. Protection of Keys

- a) The Subscriber agrees to keep all passwords, tokens and private keys confidential,
- b) The Subscriber agrees to take all reasonable measures to prevent the loss, disclosure, modification or unauthorized use of any passwords, tokens and private keys, and
- c) The Subscriber acknowledges and agrees that, if FINTRAC issues keys to the Subscriber, FINTRAC will not keep a copy of the digital signing keys issued.

6. Acceptable use or Reliance

- a) The Subscriber will use or rely on FINTRAC PKI certificate(s) only for electronic reporting to FINTRAC and only where FINTRAC authorizes its use. The Subscriber will not authorize, encourage or permit anyone other than FINTRAC to rely on, use or authenticate the certificate(s) for which the Subscriber is responsible;
- b) The Subscriber acknowledges and agrees that any use of, or reliance on, the FINTRAC certificate(s) for purposes of any other transactions is at the Subscriber’s own risk.

7. Revocation of Certificates

- a) The Subscriber may request that FINTRAC revoke a certificate by signed notice at any time prior to the expiration of the certificate’s lifetime;
- b) The Subscriber must immediately request that FINTRAC revoke a certificate in certain circumstances. These circumstances are:

- i) If the password, token or private keys of the Subscriber have been, or if it is suspected they may have been compromised or are insecure in any way;
 - ii) If any of the information contained in the certificate, or the identification and authentication information has been changed or altered, or is otherwise no longer accurate or complete;
 - iii) If the Designated Certificate Holder is no longer authorized or designated to use the certificate for the purposes of electronic filing to FINTRAC.
- c) The Subscriber acknowledges that FINTRAC may revoke a certificate if:
- i) Any of the information in the certificate(s) changes;
 - ii) FINTRAC knows or has reason to suspect that the private keys of the Subscriber have been compromised;
 - iii) FINTRAC knows or suspects that the Subscriber's token or password has been compromised;
 - iv) The certificate of the FINTRAC Certification Authority, which was used to sign a certificate, is revoked;
 - v) The Subscriber fails to comply with their obligations under this Agreement; or
 - vi) For any other reasons FINTRAC deems necessary.
- d) FINTRAC will provide notice of the revocation; that notice of such revocation will be published in the Certificate Revocation List within 24 hours of a request under paragraph (b) or within 24 hours of revocation under paragraph (c), and that such revocation does not affect the authenticity of a message digitally signed before revocation;
- e) If FINTRAC revokes a certificate, the Subscriber may request a new certificate. However, FINTRAC is not obliged to issue a new certificate.

8. Distinguished Name

The Subscriber acknowledges and agrees that FINTRAC will assign a Distinguished Name (DN) for the purposes of uniquely identifying a certificate, and may change this Distinguished Name at its discretion.

9. Software

If FINTRAC supplies the Subscriber with any computer software, the Subscriber agrees not to reproduce, sell, tamper with, alter, destroy, modify, reverse engineer, decompile, or abuse such software in any way. The Subscriber agrees not to use, provide or distribute the software for any purpose other than its interactions with FINTRAC.

10. Backup Copy of Subscriber's Key

FINTRAC will back up and retain a copy of the Subscriber's private confidentiality key(s) for key recovery purposes only. FINTRAC agrees to take all reasonable measures as defined in the CP to protect that private key from unauthorized disclosure, alteration, modification, compromise or use.

FINTRAC may not disclose a private confidentiality key to any one except as follows:

- With the Subscriber's prior written consent; or
- Where required by law or pursuant to judicial authorization.

11. No Partnership

Neither FINTRAC nor the Subscriber are agents or trustees of, or for, each other. FINTRAC and the Subscriber expressly disclaim any intention to create a partnership, employer/employee relationship, joint venture, joint enterprise or fiduciary relationship. It is acknowledged and agreed that nothing in this Agreement, nor any acts of FINTRAC, the Subscriber or any relying party shall constitute or be deemed to constitute FINTRAC and the Subscriber (or any relying party) as partners, employer and employee, joint ventures, principal and agent, trustee and beneficiary, or as in a fiduciary relationship of any kind, in any way or for any purpose.

12. General

The Subscriber acknowledges and agrees that:

- a) Despite any termination or expiration of the Agreement, the disclaimers, limits on liability and provisions concerning indemnity shall survive;
- b) Any provision of the Agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, shall be severed from the Agreement, and all other provisions shall remain in full force and effect;
- c) The Agreement may not be assigned;
- d) The Agreement may be amended in writing from time to time. The Subscriber shall be notified of any amendments to the Agreement and these amendments shall also be published at <http://www.fintrac.gc.ca>. The Subscriber is deemed to accept all amendments to the Agreement unless the subscriber notifies FINTRAC otherwise and terminates the Agreement within thirty (30) days.

13. Term of Agreement

The Agreement comes into force once the Subscriber Application has been signed. The Agreement will remain in force until it is terminated by one of the parties. The parties may terminate the Agreement at any time by sending notice to the other party. FINTRAC may terminate the Agreement without notice in the event that the Subscriber fails to comply with any obligations under the Agreement. In the event of termination of the Agreement, FINTRAC shall revoke all certificates issued to the Subscriber without notice.

14. Dispute Resolution and Governing Law

If there is any dispute between FINTRAC and the Subscriber, the parties will attempt to resolve the dispute amicably.

The Agreement shall be governed by and construed in accordance with the laws of Canada and any applicable laws of the Provinces/Territories, exclusive of their conflicts-of-law principles.

15. Notice

Unless specified otherwise, where the Agreement calls for notice by either party, such notice to either the Subscriber or FINTRAC may be given by hand, by mail, by courier, by facsimile, or by electronic mail. Any notice shall be considered to have been received on the fifth business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile or electronic mail.

Unless specified otherwise, any notice from FINTRAC shall be given to the Subscriber at the address specified in the Subscriber Application. Notice shall be given to FINTRAC in one of the three following ways:

- By mail at the following address.
FINTRAC
Attn. Registration Authority
Ottawa, Ontario K1P 1H7
- By fax at 1-866-288-6488
- By email at PKI@fintrac.gc.ca.



SUBSCRIBER APPLICATION

Type of certificate - Type de certificat demandé <input type="checkbox"/> Batch - Lot <input type="checkbox"/> Web – Web		<input type="checkbox"/> New application - Nouvelle demande <input type="checkbox"/> Update or correction - Mise à jour ou correction <input type="checkbox"/> Development/Testing – Développement/Mise à l’essai	
ORGANIZATION – ORGANISATION			
No./Street - N°/Rue			
City - Ville	Province	Postal code – Code postal	
DESIGNATED CERTIFICATE HOLDER – DÉTENTEUR DU CERTIFICAT DÉSIGNÉ			
Name - Nom		Title - Titre	
Email Address – Adresse électronique		Work Tel. No. - N° de tél. au travail	Fax. No. – No de télécopieur
<p>I acknowledge having read, understood and agree to comply to the terms and conditions in the Agreement and confirm that the information provided is true and complete. The Designated Certificate Holder (DCH) has been identified and authenticated as per the FINTRAC PKI Certificate Policies and has been informed of his or her responsibilities. Je reconnais avoir lu et compris les modalités de l'accord d'abonnement, j'accepte de m'y conformer et je confirme que les renseignements fournis ci-dessus sont exacts et complets. Le détenteur du certificat désigné (DCD) a été identifié et authentifié conformément à la politique de certification de l'ICP de CANAFE et il a été informé de ses responsabilités.</p>			
CLIENT RESPONSIBLE INDIVIDUAL – PERSONNE RESPONSABLE CHEZ LE CLIENT			
Name – Nom		FOR - POUR	
Signature		Date	
Email Address - Adresse électronique		Work Tel. No. - N° de tél. au travail	Fax No. - N° de télécopieur

Information on this form is being collected by FINTRAC for the sole purpose of issuing PKI certificates for necessary electronic communications between the applicant and FINTRAC. The personal information contained on this form is subject to the provisions of the *Privacy Act* and will not be used for any purpose other than for which the information was originally collected and will not be disclosed without the consent of the person to whom the personal information relates.

Les renseignements figurant sur ce formulaire sont recueillis par CANAFE à seule fin de délivrer des certificats d'ICP pour les communications électroniques nécessaires entre le demandeur et CANAFE. Les renseignements personnels contenus dans ce formulaire sont sujets aux dispositions de la *Loi sur la protection des renseignements personnels* et ne seront pas utilisés à une fin autre que celle pour laquelle les renseignements ont été recueillis en premier lieu, et ils ne seront pas divulgués sans le consentement de la personne à qui ils se rapportent.