

# LET'S ENCRYPT

## SUBSCRIBER AGREEMENT

This Subscriber Agreement (“**Agreement**”) is a legally binding contract between you and, if applicable, the company, organization or other entity on behalf of which you are acting (collectively, “**You**” or “**Your**”, as further defined below) and Internet Security Research Group (“**ISRG**,” “**We**,” or “**Our**”) regarding Your and Our rights and duties relating to Your acquisition and use of SSL/TLS digital certificates issued by ISRG. If you are acting on behalf of a company, organization or other entity, You represent that you have the authority to bind such entity to this Agreement.

### 1. Definitions and Terms

“ACME Client Software” — A software application that uses the ACME protocol to request, accept, use or manage Let’s Encrypt Certificates.

“Certificate” — A computer-based record or electronic message issued by an entity that associates a “Public Key” with an Internet domain name or other technical identifiers and is Digitally Signed by the issuing entity.

“CRL” — A database or other list of Certificates that have been revoked prior to the expiration of their Validity Period.

“Digital Signature/Digitally Sign” — The transformation of an electronic record by one person, using a Private Key and Public Key Cryptography, so that another person having the transformed record and the corresponding Public Key can accurately determine (i) whether the transformation was created using the Private Key that corresponds to the Public Key, and (ii) whether the record has been altered since the transformation was made. A Digital Signature need not incorporate a handwritten signature.

“Key Pair” — Two mathematically-related keys (a Private Key and its corresponding Public Key), having the properties that (i) one key can be used to encrypt a message (i.e., create a Digital Signature) that can only be decrypted using the other key (i.e., verify the Digital Signature), and (ii) even while knowing or possessing one key (e.g., the Public Key), it is computationally difficult or infeasible to discover the other key (e.g., the Private Key).

“Let’s Encrypt Certificate” — A Certificate issued by ISRG under the Let’s Encrypt name.

“Private Key” — A key kept secret by its holder and which is used in Public Key Cryptography to create Digital Signatures and to decrypt messages or files that were encrypted with the corresponding Public Key.

“Public Key” — In Public Key Cryptography, this is the publicly-disclosed key that is used by the recipient to (i) validate Digital Signatures created with the corresponding Private Key and (ii) encrypt messages or files to be decrypted with the corresponding Private Key.

“Public Key Cryptography” — A type of cryptography that uses a Key Pair to securely encrypt and decrypt messages. One key encrypts a message, and the other key decrypts the message. One key is kept secret (the Private Key), and one is made available to others (the Public Key). These keys are, in essence, large mathematically-related numbers that form a unique pair. Either key may be used to encrypt a message, but only the other corresponding key may be used to decrypt the message.

“Repository” — An online system maintained by ISRG for storing and retrieving Let’s Encrypt Certificates and other information relevant to Let’s Encrypt Certificates, including information relating validity or revocation.

“Validity Period” — The intended term of validity of a Certificate, beginning with the date of issuance (“Valid From” or “Activation” date), and ending on the expiration date indicated in such Certificate (“Valid To” or “Expiry” date).

**[NOTE: neither ISRG’s original definition nor Elysium’s proposed definition improves on the definition in the opening paragraph of this Agreement]**

“Your Certificate” — A Let’s Encrypt Certificate issued to You.

## **2. Effective Date, Term, and Survival**

### **2.1 Effective Date of Agreement**

This Agreement is effective once You request that ISRG issue a Let’s Encrypt Certificate to You.

### **2.2 Term**

Each of Your Certificates will be valid for the Validity Period indicated in such Certificate unless revoked earlier. This Agreement will remain in force during the entire period during which any of Your Certificates are valid, continuously so as to include any renewal periods (including automatic renewals). Once You no longer possess any valid Let’s Encrypt Certificate, this Agreement will terminate.

### **2.3 Survival**

Sections in this Agreement concerning privacy, indemnification, disclaimer of warranties, limitations of liability, governing law, choice of forum, limitations on claims against ISRG, and prohibitions on the use of fraudulently-obtained Certificates and expired Certificates shall survive any termination or expiration of this Agreement.

## **3. Your Warranties and Responsibilities**

### **3.1 Warranties**

By requesting, accepting, or using a Let’s Encrypt Certificate:

- **You warrant** to ISRG and the public-at-large that You are the legitimate registrant of the Internet domain name that is, or is going to be, the subject of Your Certificate, or that You are the duly authorized agent of such registrant.
- **You warrant** to ISRG and the public-at-large that either (1) You did not obtain control of such domain name as the result of a seizure of such domain name, or (2) such domain name had no ongoing lawful uses at the time of such seizure.
- **You warrant** that all information in Your Certificate regarding You or Your domain name is accurate, current, reliable, complete, and not misleading.
- **You warrant** that all information You have provided to ISRG is accurate, current, complete, reliable, complete, and not misleading.
- **You warrant** that You rightfully hold the Private Key corresponding to the Public Key listed in Your Certificate.
- **You warrant** that You have taken all appropriate, reasonable, and necessary steps to secure and keep your Private Key secret.
- **You warrant** that You will not use Your Certificates to attack, defraud or intercept the traffic of others.

### **3.2 Changes in Certificate Information**

If at any time You no longer control the Internet domain names associated with any of Your Certificates, or if any of the warranties in Section 3.1 above are no longer true with respect to any of Your Certificates in any other way, You will immediately request that ISRG revoke the affected Certificates. You may request replacement Let's Encrypt Certificates before revoking the affected Certificates, provided that the warranties in Section 3.1 above are true with respect to the replacement Certificates.

### **3.3 Certificate Issuance**

The contents of Your Certificates will be based on the information You or Your ACME Client Software sends to ISRG.

If ISRG accepts your request for a Let's Encrypt Certificate, ISRG will create Your Certificate and it will be provided to You through the ACME protocol. If ISRG is unable to confirm your identity or authorization, Your request may be denied.

ISRG may, in its sole discretion, refuse to grant Your request for a Let's Encrypt Certificate, including for any lawful reason stated or not stated in this Agreement.

### **3.4 Key Pair Generation**

Your Key Pair (Public and Private Keys) will be generated by You or Your ACME Client Software on Your systems. You will submit the corresponding Public Key to ISRG and it will be incorporated into Your Certificate. ISRG will store Your Certificate in its Repository. ISRG will not have access to Your Private Key.

We will use technical methods and protocols to verify that You have exclusive control over the subject Internet domain name. This verification is done solely to assist ISRG in determining whether to issue a Let's Encrypt Certificate and is not a service being performed for Your benefit or on Your behalf.

### **3.5 Inspection and Acceptance of Certificates**

You agree to immediately inspect the contents of Your Certificate ("Initial Inspection"), and to immediately request revocation if you become aware of any inaccuracies, errors, defects, or other problems (collectively, "Certificate Problems") with Your Certificate. Your ACME Client Software may perform this task for You. You agree that You will have accepted Your Certificate when You first use Your Certificate or the corresponding Private Key after obtaining Your Certificate, or if You fail to request revocation of Your Certificate immediately following Initial Inspection.

### **3.6 Use of Your Certificate**

The purpose of Your Certificate is to encrypt Internet communications. ISRG is not responsible for any legal or other consequences resulting from or associated with the use of Your Certificate. You agree that You will not use Your Certificate for any purpose requiring fail-safe performance, such as the operation of public utilities or power facilities, air traffic control or navigation systems, weapons systems, or any other systems, the failure of which would reasonably be expected to lead to bodily injury, death or property damage.

### **3.7. When to Revoke Your Certificate**

You must immediately request that Your Certificate be revoked if: (i) You suspect or discover that Your Private Key has been, or is in danger of being, lost, stolen, otherwise compromised, or subjected to unauthorized use, or (ii) any information in Your Certificate is no longer accurate, current or complete, or any such information becomes misleading. You may make a revocation request to ISRG

using ACME Client Software. You should also notify anyone who may have relied upon Your use of Your Certificate that Your encrypted communications may have been subject to compromise

### **3.8 When to Cease Using Your Certificate**

You must immediately cease using Your Certificate if: (i) You suspect or discover that the Private Key corresponding to Your Certificate has been or may be stolen, lost, or otherwise compromised or subjected to unauthorized use, (ii) any information in Your Certificate is no longer accurate, current or complete, or any such information becomes misleading, or (iii) upon the revocation or expiration of Your Certificate.

### **3.9 Indemnification**

You agree to indemnify and hold harmless ISRG and its directors, officers, employees, agents, and affiliates from any and all liabilities, claims, demands, damages, losses, costs, and expenses, including attorneys' fees, arising out of or related to: (i) any misrepresentation or omission of material fact by You to ISRG, irrespective of whether such misrepresentation or omission was intentional, (ii) your violation of this Agreement, (iii) any compromise or unauthorized use of Your Certificate or corresponding Private Key, or (iv) Your misuse of Your Certificate. If applicable law prohibits a party from providing indemnification for another party's negligence or acts, such restriction, or any other restriction required by law for this indemnification provision to be enforceable, shall be deemed to be part of this indemnification provision.

## **4. ISRG's Rights and Responsibilities**

### **4.1 Privacy**

Because others may rely on your use of Your Certificate to encrypt Internet communications, much of the information You send to ISRG will be published by ISRG and will become a matter of public record. However, information used for account-recovery purposes (such as Your email address and telephone number) ("Private Recovery Information" or "PRI") will NOT be published by ISRG. ISRG will not sell or share your Private Recovery Information. ISRG may disclose Private Recovery Information, however, if compelled to do so by court order or other compulsory legal process. If legally permissible and to the extent possible and within ISRG's control, and if you have provided ISRG with an email address, ISRG will send an email to such address notifying You of the potential disclosure. ISRG may also disclose your PRI if ISRG believes disclosure is necessary to prevent loss of life, personal injury, damage to property, or significant financial harm.

### **4.2 Certificate Repository**

During the term of the Agreement, ISRG will operate and maintain a secure online Repository that is available to authorized relying parties that contains: (i) all past and current Let's Encrypt Certificates (including, as applicable, Your Certificate) and (ii) a CRL or similar online database indicating whether Let's Encrypt Certificates are valid, suspended, and/or revoked. ISRG will publish Your Certificate in the Repository and will indicate whether it is valid, suspended, revoked, and/or expired. ISRG will allow the public to access this information.

### **4.3 Suspension and Revocation**

ISRG may immediately suspend Your Certificate immediately if any party notifies ISRG that Your Certificate is invalid or has been compromised. ISRG will determine, in its sole discretion, whether to revoke Your Certificate or restore it to valid status. If You or Your agent requests that Your Certificate be revoked, ISRG will revoke Your Certificate and update the Repository as soon as practical. If a request for revocation is signed by your Private Key, then ISRG will automatically deem the request to be valid.

ISRG may also, without advance notice, revoke Your Certificate if ISRG determines, in its sole discretion, that: (i) Your Certificate was not properly issued or was obtained through misrepresentation, concealment, or fraud; (ii) Your Certificate has become, or appears to have become, unreliable; (iii) the security of the Private Key corresponding to Your Certificate has been or may be stolen, lost, or otherwise compromised, or subject to unauthorized use; (iv) any information in Your registration with ISRG or Your request for a Let's Encrypt Certificate has changed or has become false or misleading; (v) You have violated any applicable law, agreement or other obligation; (vi) You request revocation; (vii) ISRG is legally required to revoke Your Certificate pursuant to a valid court order issued by a court of competent jurisdiction; (viii) this Agreement has terminated; or (iv) there are other reasonable and lawful grounds for revocation. ISRG will provide notice of revocation via email to the email address of record.

#### **4.4 IMPORTANT DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

**LET'S ENCRYPT CERTIFICATES AND SERVICES ARE PROVIDED "AS-IS."**

**ISRG DISCLAIMS ANY AND ALL WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY ISRG SERVICE OR LET'S ENCRYPT CERTIFICATE.**

**BECAUSE LET'S ENCRYPT CERTIFICATES ARE ISSUED FREE-OF-CHARGE AS A PUBLIC SERVICE, ISRG CANNOT ACCEPT ANY LIABILITY FOR ANY LOSS, HARM, CLAIM, OR ATTORNEY'S FEES IN CONNECTION WITH SUCH CERTIFICATES. ACCORDINGLY, YOU AGREE THAT ISRG WILL NOT BE LIABLE FOR ANY DAMAGES, ATTORNEY'S FEES, OR RECOVERY, REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR COMPENSATORY, EVEN IF ISRG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY APPLIES IRRESPECTIVE OF THE THEORY OF LIABILITY, I.E., WHETHER THE THEORY OF LIABILITY IS BASED UPON CONTRACT, WARRANTY, INDEMNIFICATION, CONTRIBUTION, TORT, EQUITY, STATUTE OR REGULATION, COMMON LAW, OR ANY OTHER SOURCE OF LAW, STANDARD OF CARE, CATEGORY OF CLAIM, NOTION OF FAULT OR RESPONSIBILITY, OR THEORY OF RECOVERY. THE PARTIES AGREE THAT THIS DISCLAIMER IS INTENDED TO BE CONSTRUED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.**

**BY WAY OF FURTHER EXPLANATION REGARDING THE SCOPE OF THE DISCLAIMER, AND WITHOUT WAIVING OR LIMITING THE FOREGOING IN ANY WAY, ISRG DOES NOT MAKE, AND ISRG EXPRESSLY DISCLAIMS, ANY WARRANTY REGARDING ITS RIGHT TO USE ANY TECHNOLOGY, INVENTION, TECHNICAL DESIGN, PROCESS, OR BUSINESS METHOD USED IN EITHER ISSUING LET'S ENCRYPT CERTIFICATES OR PROVIDING ANY OF ISRG'S SERVICES. YOU AFFIRMATIVELY AND EXPRESSLY WAIVE THE RIGHT TO HOLD ISRG RESPONSIBLE IN ANY WAY, OR SEEK INDEMNIFICATION AGAINST ISRG, FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING PATENT, TRADEMARK, TRADE SECRET, OR COPYRIGHT.**

#### **5. Additional Terms**

##### **5.1 Governing Law**

The parties agree that the laws of the State of California govern this Agreement, irrespective of California's choice of law and conflicts of law principles.

##### **5.2. Choice of Forum**

Any claim, suit or proceeding arising out of this Agreement must be brought in a state or federal court located in San Jose, California.

### **5.3 Limitation on Claims against ISRG**

Any claim, suit or proceeding against ISRG arising out of this Agreement must be commenced within one year of any alleged harm, loss, or wrongful act having occurred.

### **5.4 No Third-Party Beneficiary**

This Agreement does not create rights in favor of any third parties. Furthermore, it is the express intent of the parties that this Agreement shall not be construed to confer any rights on any third party.

### **5.5 Entire Agreement**

This Agreement, together with any documents incorporated by reference in any of the foregoing, constitutes the entire Agreement between You and ISRG concerning the subject matter hereof.

### **5.6 Amendment**

ISRG may modify this Agreement from time to time. Each modified version of this Agreement will be posted to ISRG's Let's Encrypt website ([letsencrypt.org](https://letsencrypt.org)) at least fourteen (14) days before it becomes effective. If such new version contains material changes and You have provided ISRG with an email address, ISRG will send an email to such address notifying You of such new version at least fourteen (14) days before it becomes effective. In addition, major changes will be flagged with a new Subscriber Agreement version number in the ACME protocol, so You may be able to configure Your ACME Client Software to notify You of such changes.

### **5.7 Severability**

If any provision of this Agreement is found to be invalid, unenforceable, or contrary to law, then the Agreement will be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent or, if that is not possible, by striking the provision and enforcing the remainder of this Agreement.

### **5.8 Authorization of ISRG to Send Emails**

By requesting, accepting or using a Let's Encrypt Certificate, You authorize ISRG to send You emails relating to the renewal or revocation of Your Certificates, or to Your request, acceptance, or use of Let's Encrypt Certificates.

ISRG may send You such emails using any email address You provide to ISRG or any commonly-accepted contact email address for the domain names associated with Your Certificates, such as WHOIS domain contacts or common administrative email addresses.