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JCS Terms and Conditions

1. Definitions and Interpretation

1.1 The following definitions will apply to these Terms and Conditions.

Application Users: means the individuals appointed by the Organisation to use the Certificate Service, who are authorised to request certificates on behalf of the Organisation.

Certificates: means the SSL certificate or certificates signed by QuoVadis and issued by Jisc to the Organisation and its users, including Organisation/Business Validated (OV), Extended Validation (EV) and End User certificates.

Certificate Service: means the Certificate Service provided by Jisc to the Organisation.

Jisc: means Jisc (registered charity number 1149740) and a company limited by guarantee which is registered in England under Company No. 5747339, whose registered office is at One Castlepark, Tower Hill, Bristol BS2 0JA.

Management Contacts/Sub-LRA Officers: means the individuals appointed by the Organisation to use the Certificate Service, provided by Jisc. They are responsible for approving Certificate requests and for managing its authorised Application Users.

Organisation: means the Higher Education Institution, Further Education College or any other organisation eligible to use the Certificate Service.

Sub-Local Registration Authority (LRA) Agreement: means the agreement between Jisc and Organisation that further governs the sale of Certificates by Jisc to the Organisation and that appoints the Organisation as a “Sub-LRA”, as can be found at https://community.jisc.ac.uk/library/network-and-technology-service-documentation/sub-lra-agreement [1].

2. Issue of Certificates

2.1 Jisc will issue Certificates to the Organisation.

3. Management Contacts

3.1 The Organisation shall appoint one or more Management Contact/Sub-LRA Officers to use the Certificate Service on its behalf and at its own cost.

4. Use of the Certificate Service

4.1 The Organisation’s use of Certificates shall be subject to the following Terms and Conditions:

5. Obligations of the Organisation

5.1 The Organisation shall use Certificates in accordance with any applicable Jisc policies and procedures. Currently Organisations are required to comply with the QuoVadis Certificate Service/Certificate Practice Statement (CS/CPS) set out at https://www.quovadisglobal.co.uk/Repository.aspx [2], or specifically the CP/CPS for Root CA2 https://www.quovadisglobal.co.uk/~/media/Files/Repository/QV_RCA2_CPCPS_... [3]

5.2 The Organisation shall abide by the limitations of the Certificates.

5.3 The Organisation shall always keep up to date the list of authorised Management Contacts/Sub-LRA Officers and Application Users through the Certificate Service web app (https://community.jisc.ac.uk/apps/certificate-service [4]) to reflect the list of current authorised users.

Sub-LRA Agreement

5.4 The Organisation agrees to be bound by, and shall adhere to, the Sub-LRA Agreement (and shall be deemed to be an appointed ‘Sub-LRA’ for the purposes of the Sub-LRA Agreement).

5.5 For the purposes of the Sub-LRA Agreement, those individuals the Organisation has nominated as being Management Contacts shall be deemed to be ‘Sub-LRA Officers’ or ‘Sub-LRAOs’ for the purposes of the Sub-LRA Agreement.

6. Termination

6.1 Jisc may immediately terminate the Organisation’s right to the use the Certificate Service (i) in the event that the Organisation commits a material breach of Jisc's policies and procedures as set out in condition 5, which is incapable of remedy (ii) in the event that Organisation breaches any of the terms of the Sub-LRA Agreement, or Jis is otherwise entitled to terminate the Sub-LRA Agreement in accordance with its terms.

7. Limitation of Liability

7.1 Nothing in this Agreement limits or excludes the liability of either party for death or personal injury caused by the negligence of its employees, or for fraud.

7.2 Subject to Clause 7.1, Jisc shall not be liable in connection with the Certificate Service, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contracts (whether direct or indirect), loss of use, loss of opportunity, loss, spoiling or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, charges or expenses.

7.3 The Organisation will indemnify, defend, and hold harmless Jisc and its officers, directors, employees, successors and assigns from and against all claims, suits, demands and actions brought against these indemnified parties and for all resulting damages, losses, costs, and liabilities that result or arise from the acts or omissions of the Management Contacts and Application Users and Jisc's reliance on these Terms and Conditions.

7.4 Except as expressly provided in these Terms and Conditions, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

8. Payment

8.1 Payment for certificate credits shall be made to Jisc within 30 days of the date of the invoice. Failure to do so could affect the service you receive.

9. Variations

9.1 Jisc may amend or vary these Terms and Conditions from time to time and shall notify Organisations accordingly.

10. Governing Law

10.1 These Terms and Conditions will be governed and construed in accordance with the laws of England and Wales, and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

Source URL: https://community.jisc.ac.uk/library/janet-services-documentation/jcs-terms-and-conditions

Links
[1] https://community.jisc.ac.uk/library/network-and-technology-service-documentation/sub-lra-agreement
[2] https://www.quovadisglobal.co.uk/Repository.aspx
[3] https://www.quovadisglobal.co.uk/~/media/Files/Repository/QV_RCA2_CPCPS_v1.18.ashx
[4] https://community.jisc.ac.uk/apps/certificate-service