

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") 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 Automated Certificate Management Environment (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 one or more Identifiers and is Digitally Signed by the issuing entity.

"Digital Signature/Digitally Sign" — The transformation of an electronic record by one entity, using a Private Key and Public Key Cryptography, so that another entity 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.

"Identifier" — A value included, or requested to be included, in a Certificate's Subject or Subject Alternative Name field, such as a Fully-Qualified Domain Name (FQDN) or an Internet Protocol (IP) address.

"Key Compromise" — A Private Key is said to be compromised if its value has been disclosed to an unauthorized entity, an unauthorized entity has had access to it, or there exists a practical technique by which an unauthorized entity may discover its value. A Private Key is also considered compromised if methods have been developed that can easily calculate it based on the Public Key or if there is clear evidence that the method used to generate the Private Key was flawed.

"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.

“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).

“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 or assignee of each Identifier that is, or is going to be, a subject of any of Your Certificates, or that You are the duly authorized agent of such entity.
- either (1) You did not obtain control of any Identifiers as the result of a seizure, or (2) any such Identifiers had no ongoing lawful uses at the time of such seizure.
- all information in Your Certificates regarding You and all Identifiers is accurate, current, reliable, complete, and not misleading.
- all information You provide to ISRG is accurate, current, reliable, complete, and not misleading.
- You rightfully hold the Private Keys corresponding to the Public Keys listed in Your Certificates; and
- You have taken all appropriate, reasonable, and necessary steps to assure control of, secure, properly protect, and keep secret and confidential the Private Keys corresponding to the Public Keys in Your Certificates (and any associated activation data or device, e.g. password or token).

3.2 Changes in Certificate Information

If at any time You no longer control an Identifier associated with one or more of Your Certificates, or if any of the warranties in Section 3.1 above are no longer true with respect to one or more 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 the validity of your request, 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 Pairs will be generated by You or Your ACME Client Software on Your systems. You will submit the corresponding Public Keys to ISRG and they will be incorporated into Your Certificates. ISRG will not have access to Your Private Keys. Your Private and Public Keys will remain Your property.

We will use technical methods and protocols to verify that You have control over subject Identifiers. 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 warrant to ISRG and the public-at-large, and You agree, that You will immediately inspect the contents of Your Certificates ("Initial Inspection") and will immediately request revocation if you become aware of any inaccuracies, errors, defects, or other problems with Your Certificates. Your ACME Client Software may perform this task for You. You agree that You will have accepted Your Certificates when You first use Your Certificates or the corresponding Private Keys after obtaining Your Certificates, or if You fail to request revocation of Your Certificates immediately following Initial Inspection.

3.6 Installation and Use of Your Certificates

ISRG grants You a nonexclusive, royalty-free license in Your Certificates to reproduce and distribute them, as long as you reproduce and distribute the Certificates in full and in compliance with this Agreement. This license does not restrict Your ability to charge fees to others for the issuance assistance, reproduction, or distribution of Certificates. Your Certificates remain the property of ISRG, subject to Your right to use them as set forth in this Agreement. You warrant to ISRG and the public at large, and You agree, that You will install Your Certificates only on servers that are accessible at the subjectAltName(s) listed in Your Certificates, and that You will use Your Certificates solely in compliance with all applicable laws and solely in accordance with this Agreement.

The purpose of Your Certificates is to authenticate and encrypt Internet communications. ISRG is not responsible for any legal or other consequences resulting from or associated with the use of Your Certificates. You agree that You will not use Your Certificates in software or hardware architectures that provide facilities for interference with encrypted communications, including but not limited to:

- (a) active eavesdropping (e.g., monster-in-the-middle attacks); or
- (b) traffic management of domain names or Internet Protocol (IP) addresses that You do not own or control.

Note that these restrictions apply regardless of whether a relying party communicating through the software or hardware architecture has knowledge of its providing facilities for interference with encrypted communications.

3.7. Revoking Your Certificates

You warrant to ISRG and the public-at-large, and You agree, that You will immediately request that ISRG revoke a Certificate of Yours if: (i) there is any actual or suspected misuse or Key Compromise of the Private Key associated with the Public Key included in Your Certificate, or (ii) any information in Your Certificate is, or becomes, misleading, incorrect or inaccurate. 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.

You warrant to ISRG and the public-at-large, and You agree, that before providing a reason for revoking a Certificate of Yours, you will have reviewed the revocation guidelines found in the “Revoking Certificates” section of the Let’s Encrypt documentation available at <https://letsencrypt.org/docs/>, and that you will provide Your corresponding revocation reason code with awareness of such guidelines.

You acknowledge and accept that ISRG may modify any revocation reason code provided by You if ISRG determines, in its sole discretion, that a different reason code for revocation is more appropriate or is required by industry standards.

3.8 When to Cease Using Your Certificate

You warrant to ISRG and the public-at-large, and You agree, that You will promptly cease using any Certificate of Yours (i) if any information in Your Certificate is, or becomes, misleading, incorrect or inaccurate, or (ii) upon the revocation or expiration of Your Certificate.

3.9 When to Cease Using Your Private Key

You warrant to ISRG and the public-at-large, and You agree, that You will promptly cease all use of all Private Keys corresponding to Public Keys included in any of Your Certificates that have been revoked for reasons of known or suspected Key Compromise.

3.10 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 any of Your Certificates or corresponding Private Keys, or (iv) Your misuse of any of Your Certificates. 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 Certificates to encrypt Internet communications, the information You send to ISRG, as well as Your Certificates, may be published by ISRG and become a matter of public record. ISRG's collection, storage, use and disclosure of such information are governed by the Let's Encrypt Privacy Policy at: <https://letsencrypt.org/privacy/>.

4.2 Revocation

You acknowledge and accept that ISRG may immediately revoke any of Your Certificates if any party notifies ISRG that any of Your Certificates are invalid or have been compromised. ISRG will determine, in its sole discretion, whether to revoke any of Your Certificates. If You or Your agent requests that ISRG revoke any of Your Certificates, ISRG will revoke those Certificates as soon as practicable. If a request for revocation is signed by your Private Key, then ISRG will automatically deem the request to be valid. You also acknowledge and accept that ISRG may, without advance notice, immediately revoke any of Your Certificates 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 misleading, incorrect or inaccurate; (v) You have violated any applicable law, agreement (including this Agreement), or other obligation; (vi) Your Certificate is being used, or has been used, to enable any criminal activity (such as phishing attacks, fraud or the distribution of malware); (vii) Your Certificate is being used, or has been used, to intercept the traffic of others; (viii) You request revocation; (ix) ISRG is legally required to revoke Your Certificate pursuant to a valid court order issued by a court of competent jurisdiction; (x) this Agreement has expired or been terminated; or (xi) there are other reasonable and lawful grounds for revocation. You agree to cooperate with ISRG in a timely manner regarding revocation timelines, and You acknowledge ISRG's obligations to adhere to applicable revocation policies and standards.

4.3 Important Disclaimer of Warranties and Limitation of Liability

Except as expressly set forth in ISRG's Certificate Policy and Certification Practice Statement, Let's Encrypt Certificates and any services provided by or on behalf of ISRG are provided "as-is" and ISRG disclaims any and all warranties of any type, whether express or implied, including without limitation any implied warranty of title, non-infringement, merchantability, or fitness for a particular purpose, in connection with any such Certificates or services.

Because Let's Encrypt Certificates are issued free-of-charge as a public service, ISRG cannot accept any liability for any loss, harm, claims, 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 herein, 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) 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 a Let's Encrypt Certificate, You authorize ISRG to send You emails relating to: (a) Your request or use of Let's Encrypt Certificates, and (b) revocation of Your Certificates or termination of services.

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

When You provide an email address to Let's Encrypt via the ACME API, You authorize ISRG to send You one email message offering options for subscribing to additional communications.