

To be completed by a Trusted Agent (TA) applicant or an Address Certificate Subscriber (ACS) applicant

Instructions to the TA/ACS applicant

Please fill in the following information then present the form (in person) to either a Notary public or an existing TA to verify your identity and signature.

APPLICANT	Organization Name*			
	First Name*		Middle Name/Initial	Last Name*
	Home Address Line 1*		Home Address Line 2	City*
	State/Province*	Zip Code*	Country*	Phone*
	Email*		Desired Direct Address (for ACS)	

To be completed by a Notary public or an existing, verified TA

Instructions to the Notary or existing Trusted Agent: Please verify the person named in this document using at least one government-issued photo ID. If the ID presented was not issued by the federal government, is not a photo-ID, or is not REAL ID compliant, have the applicant present a secondary form of ID. Please compare the picture in the ID to the applicant, as well as record the below information directly from the ID.

ID #1	Name on ID*		Photo*
	Type of Document*	Issued By*	Y N
	Serial #*	Expiration Date*	

ID #2	Name on ID		Photo
	Type of Document	Issued By	Y N
	Serial #	Expiration Date	

ACKNOWLEDGEMENT	State/Commonwealth of*	County/Parish of*	Date*
	I certify that the person named above personally appeared before me and presented the identification(s) listed above.		
	Witnessed by*: _____ Notary Public/Trusted Agent Signature Here		
	Print Name*	Notary Seal	
	Commission Expiration (if applicable)*	Organization/Employer*	
	Telephone*	Email*	

* Required fields marked with an asterisk

By signing the Declaration of Identity form I represent and confirm that the information provided above is correct and accurate. I further agree and confirm that I have read the attached Terms of Service for Digital Certificates and further confirm that I will continue to abide by the Terms of Service. I acknowledge that DataMotion has relied upon this Acceptance while issuing the digital certificate to me or to my healthcare organization or when submitted by me through a Trusted Agent of DataMotion.

Applicant Signature (to be signed in the presence of a notary) _____

Date _____

Terms of Service for Digital Certificates

DataMotion, Inc. is an EHNAC accredited Certificate Authority (“DataMotion CA”) and Registration Authority (“DataMotion RA”) as well as an EHNAC accredited Health Information Services Provider (“DataMotion HISP”, or “HISP”), (collectively, “DataMotion”).

Applicant is a HIPAA covered entity or business associate or an individual provider engaged in healthcare related services individually or on behalf of an entity or healthcare organization (“Applicant”), and requires use of X.509 v.3 digital certificate(s) for use of Direct Exchange services of the HISP for its HIPAA compliance.

Applicant has submitted the Declaration of Identity (“Declaration”) for requesting one or more digital certificates to be issued by DataMotion CA. By signing the Declaration of Identity, Applicant hereby agrees to the following Terms of Service for Digital Certificates:

1. Applicant represents that Applicant is a HIPAA covered entity, a HIPAA business associate, or a healthcare organization or an individual healthcare provider engaged in handling Protected Health Information (PHI) in its ordinary course of business and requires use of digital certificates required in use of HISP services.
2. By signing the Declaration, Applicant hereby confirms that Applicant has read these Terms of Service and confirms its acceptance in its entirety. Applicant also affirms that Applicant has obtained and read or is familiar with the DataMotion Direct Certificate Policy Statement (CPS).
3. Applicant expressly affirms that DataMotion has the sole discretion in determining what documentation submitted with the Declaration is acceptable and sufficient for DataMotion in order to process and issue a digital certificate. By signing the Declaration, Applicant authorizes DataMotion to use and store and reuse the documentation for the purpose of issuance, revocation and/or renewal of certificates and for any purpose related to the certificates.
4. Applicant expressly affirms that in the case when Applicant has submitted the Declaration in the capacity of a “Trusted Agent” on behalf of an entity, Applicant is hereby appointed, and Applicant hereby accepts the appointment, as a Trusted Agent of DataMotion. The Trusted Agent shall be responsible for collecting documentation and verifying identity of other Applicants on behalf of DataMotion in accordance with the then current DataMotion Direct CPS.
5. Applicant by signing the Declaration hereby confirms that he or she has the authority to execute this Terms of Service and, if applicable, bind the Applicant’s represented organizations by its terms. Applicant further confirms to DataMotion that in case of his/her role as Trusted Agent he/she (i) has verified any named individual’s name, address, email address, telephone number, birthdate, and the information submitted with the Declaration, (ii) has fully examined any relied upon documents as legitimate and correct, and (iii) has no knowledge of any misrepresentation. These affirmations remain binding until any certificate issued based on documentation provided by the Applicant expires.
6. Applicant authorizes DataMotion to share the documentation with certain third parties with whom DataMotion has necessary written agreement(s) in place for the purpose of vetting the identity of Applicant prior to issue of, or during the existence of or for any subsequent revocation or renewal of the certificates.
7. Applicant authorizes DataMotion and its employees and agents as Applicant’s agent for the purpose of requesting, using, and managing certificates and key sets. Applicant further authorizes DataMotion to request, issue, store, revoke, reissue or otherwise manage (i) certificates for domains and emails owned or controlled by Applicant or its affiliates, (ii) certificates naming Applicant or its employees, agents, or contractors as the subject, and (iii) accept terms and conditions. Applicant further authorizes DataMotion to use the certificate and its key sets for providing HISP services.
8. DATAMOTION CA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY LAW, DATAMOTION CA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DATAMOTION CA DOES NOT WARRANT THAT ANY SERVICES WILL MEET ANY EXPECTATIONS OR THAT ACCESS TO SERVICES WILL BE TIMELY OR ERROR-FREE. DATAMOTION CA RESERVES ITS RIGHT TO MODIFY ITS SERVICES OR PART THEREOF, ITS CERTIFICATE POLICY STATEMENT AND DECLINE TO PROVIDE ANY OF ITS SERVICES TO ANY APPLICANT AT ITS SOLE DISCRETION.
9. APPLICANT HEREBY WAIVES ANY RIGHT TO ANY DAMAGES RELATED TO DATAMOTION SERVICES, INCLUDING THE ISSUANCE OR USE OF CERTIFICATES. DATAMOTION IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNATIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATA, OR OPPORTUNITY, EVEN IF DATAMOTION IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND APPLY REGARDLESS OF (i) THE REASON FOR OR NATURE OF THE LIABILITY, (ii) THE NUMBER OF CLAIMS, (iii) THE EXTENT OR NATURE OF THE DAMAGES, OR (iv) WHETHER ANY OTHER PROVISIONS OF THIS TERMS OF SERVICE WERE BREACHED OR PROVEN INEFFECTIVE.
10. Certificate Revocation and Termination. DataMotion will revoke any certificate issued on behalf of Applicant after receiving a verified revocation request from Applicant. DataMotion may also revoke a certificate issued for security reasons at its sole discretion and promptly issue a notice to Applicant. Either party may terminate the certificate services and revoke any certificate by providing 30-day notice to the other party.
11. The invalidity or unenforceability of a provision of the Terms of Service, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this Terms of Service. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.

ACCEPTANCE

By signing the Declaration of Identity form I represent and confirm that the information provided above is correct and accurate. I further agree and confirm that I have read this attached Terms of Service for Digital Certificates and further confirm that I will continue to abide by the Terms of Service. I acknowledge that DataMotion has relied upon this Acceptance while issuing the digital certificate to me or to my healthcare organization or when submitted by me through a Trusted Agent of DataMotion.