



## **San Joaquin Valley Unified Air Pollution Control District Information Technology Services**

### **Title V Digital Signature User Agreement**

This User Agreement is between the San Joaquin Valley Air Pollution Control District (District) and you as a designated responsible official of a regulated facility by the District and applies to your use of a District issued digital signature for signing electronic Title V reports. Your use and access of the digital signature issued to you by the District or its associated website services constitutes your acceptance, without modification, of the terms, conditions and notices contained within this User Agreement. If you do not agree to, or cannot comply with all terms of this User Agreement, please do not download or use the service.

The District reserves the right to modify this User Agreement at any time, without prior notice, by posting amended terms on the Title V E-Reporting (TVE) website. Your continued use of the website services indicates your acceptance of the amended User Agreement.

#### **Description of Digital Signature**

A digital signature is an electronic means that identifies the author of an electronic document. There are many types of digital signatures available but the District employs digital signatures based on the X.509 digital certificate standard for Public Key Infrastructure (PKI), which provides the highest form of signature and content integrity as well as universal acceptance. X.509 signatures are a result of a cryptographic operation that guarantees signer authenticity, data integrity and non-repudiation of electronically signed documents. X.509 signatures are protected from being copied, tampered or duplicated and is secured in the sense that:

- Signatures are unique to each person.
- The use of a digital signature is under the sole control of the person.
- The technology or process can be used to identify the person using the digital signature.
- The technology or process can be used to detect changes to a signed electronic document.

Your District issued digital signature is issued by the District's Title V Certificate Authority (CA) and is protected from unauthorized access by the password of your choosing during the new user account registration process. Your digital signature is an encrypted computer file that binds your identity through the District's identity proofing process used to verify your identity.

#### **User Agreement Terms**

1. You understand that your District issued digital signature may only be used by you as a legal means for establishing your consent of Title V reporting data submitted through the TVE website which states:

*"By affixing my digital signature on this electronic Title V document, I declare under the penalty of perjury under the laws of the State of California that based on information and belief formed after reasonable inquiry, the statements and information provided in these document(s) are true, accurate, and complete. I understand that any false statements or information I provide may be punishable as a criminal offense."*

2. You understand and agree that your use of your digital signature holds the same level of legal bounds, obligation, and responsibility as a hand-written signature.
3. You understand that use of your digital signature to sign an electronic report will require that the correct password chosen by you during registration be provided to successfully sign a report.
4. You understand that the District does not store or have the ability to retrieve your digital signature password.
5. You understand that you will have the opportunity to review the electronic report submitted in a human-readable format and an opportunity to repudiate the electronic report based on your review.

**Information Technology Services**  
San Joaquin Valley Air Pollution Control District  
1990 East Gettysburg Avenue  
Fresno, CA 93726

## Attachment #5 – Digital Signature Agreement

6. You agree to review the contents of an electronic document including the affixed digital signature for errors prior to submission and understand that you are legally bounded by using your digital signature just as if you are with a hand-written signature.
7. You understand that submission of electronic reports through the TVE website will be sent to the District's Title V Electronic Reporting System under authorized programs in lieu of paper submissions.
8. You understand that the email address you provide during registration will be used as the main communication method to update you on the status of any submittal progress, additional data request, or further actions requested by the District in order to process your electronic report.
9. You agree to provide true, accurate and complete information about you and any data entered or submitted using the TVE website and to maintain and promptly update the information or data as applicable.
10. You agree to notify the District within 5 business days if any of your contact information such as name, title, organization phone changes from what was provided on your application/registration while still continuing to represent the regulated facility.
11. You agree not to impersonate any other person or use information related to anyone that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, the District has the right to terminate your use of the service and the District has the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
12. You are responsible for maintaining the confidentiality of your digital signature and password, and are fully responsible for all activities and damages that occur under your digital signature with or without your knowledge.
13. You are required to take reasonable means to keep your digital signature and password secured. You agree to the following requirements to protect your digital signature:
  - You will not share your digital signature or password with anyone.
  - You will not write down passwords or hints and store them in unsecure locations. This also applies to storing your password electronically.
14. You agree to immediately notify the District no later than 24 hours after any security breach pertaining to your digital signature or TVE website account. This includes but is not limited to the following security breach:
  - Unauthorized use
  - Lost, stolen or compromised password
  - Possible tampering of digital signature data or file
15. You understand that this agreement can be terminated by either party at any time.
16. You understand that upon termination of this agreement, the associated rights to utilize the TVE website and your District issued digital signature will also terminate.
17. You agree to notify the District within 5 business days if you cease to represent the regulated facility as signatory of the organization's Title V report documents.

If you violate any of these requirements, your digital signature is considered compromised in which you will be held accountable for any activity with your digital signature. The District cannot and will not be liable for any loss or damage arising from your failure to comply with the provisions outlined within this User Agreement.