

# United States Department of Justice Drug Enforcement Administration Controlled Substance Ordering System (CSOS) Subscriber Agreement

You must read this subscriber agreement before applying for, accepting, or using a DEA digital certificate. If you do not agree to the terms of this subscriber agreement, a certificate will not be issued in your name.

## Terms of Agreement

### 1. Representations

**THIS SUBSCRIBER AGREEMENT** will become effective on the date I create an enrollment request through the CSOS enrollment process.

By creating this enrollment request, I understand that my use and reliance on the CSOS certificate is subject to the terms and conditions set forth below. By SELECTING THE "ACCEPT" OPTION, I (a) agree to be bound by the terms and conditions of this Agreement (Subscriber Agreement), the DEA Diversion Control E-Commerce System Certificate Policy (CP), and the DEA Regulations specified in Title 21, Code of Federal Regulations, (1300 to the end), and (b) represent and warrant to the DEA that the information I provided during the application process is accurate, current, complete and not misleading.

IF THIS AGREEMENT, WHICH INCLUDES THE CERTIFICATE POLICY, IS NOT ACCEPTABLE, THEN THE "DECLINE" OPTION SHOULD BE SELECTED.

### 2. Subscriber Enrollment Procedures

The enrollment process is available through the [CSOS website](#). Please refer to the CSOS Subscriber Manual for a detailed description of Enrollment Procedures. Following enrollment, you will agree to the following:

- a) You will be sent a receipt of enrollment and approval status via email.
- b) Upon approval, you will be mailed a one-time access code in a tamper-evident envelope. This envelope must not have been opened prior to your receipt. You will receive a password via your email account that you provided on the application form. Do not share your access code or password with anyone.
- c) Upon receipt of both the access code and password, please download your CSOS CA certificates. You will find the instructions to obtain the certificates in [the CSOS Subscriber Manual](#).

### **3. Identification Information Attestation**

When submitting identification information:

- a) I agree that any information I submit is accurate, current, complete and not misleading.
- b) I agree that I will immediately inform the DEA if any information changes submitted during the application process.

### **4. Obligations**

The DEA may revoke the Subscriber's certificate(s) at any time upon failure to meet any of the terms of this agreement. Subscriber obligations are detailed below.

#### **Certificate Review**

The DEA will notify you and your CSOS Coordinator when your certificate is ready for retrieval. After downloading your certificate, you agree to review and verify the accuracy of the information contained in your certificate, and to immediately notify the DEA of any inaccuracies.

#### **Certificate Protection**

All Subscribers are obligated to:

- a) Protect the private signing key. A certificate holder must not share the private key with any other individual.
- b) Protect the password. A certificate holder must not share the password with any other individual.
- c) Request a certificate revocation using the CSOS Web Application in the event of a suspected compromise of the private signing key, password, or event requiring key revocation.

The list of events requiring revocation may be found on the CSOS website ([www.deacom.gov](http://www.deacom.gov)) and in DEA Regulation - Title 21, Code of Federal Regulations (1300 to the end). Once a certificate is revoked, you must request a new certificate.

#### **Acceptable Use**

CSOS Certificate usage is restricted to CSOS activities.

#### **Subscriber Account Management**

Once enrolled, you must update any personal information that changes in the CSOS Web Application within 60 days of the change.

## **5. Certificate Expiration**

The CSOS certificate shall expire upon the expiration of the DEA Registration.

## **6. Terms of Agreement**

This Agreement constitutes a renewable contract whose duration aligns with the DEA Registration expiration date. The contract may be terminated (i) by you at any time, or (ii) by the DEA at any time with notice to the Subscriber.

## **7. General**

You understand and agree that if any provision of this Agreement is declared by a court to be invalid, illegal, or unenforceable, all other provisions shall remain in full force and effect.

## **8. Availability**

You understand that the Certificate Revocation Lists (CRL) are available 7 days a week, 24 hours per day in accordance with the policies and processes described in the CP for certificate verification. Note this is not a warranty of 100% availability. Availability may be affected by system maintenance, system repair, or by factors outside the control of the CA.

## **9. Requests**

Requests for the certificate issuance, renewal, and revocation shall be processed within the CSOS application.

Assistance may be requested via phone to the CSOS Helpdesk at 1-877- DEA-ECOM (1-877-332-3266) toll-free.

## **10. Dispute Resolution and Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

## **11. Extraordinary Events**

The DEA will incur no liability, costs, damages or loss if circumstances beyond its control (such as, but not limited to, fire, flood, delay in the U.S. mail or interference from an outside force) prevent proper execution of any CSOS transactions.

## **12. Privacy Notification**

See the DEA Privacy Statement located on the [Diversion Control website](#) and the DOJ Privacy Policy.

## **13. Additional Resources**

The following documents may be obtained by going to:

<http://www.DEAdiversion.usdoj.gov/>

DEA Diversion Control E-Commerce System Certificate Policy (CP)

DEA Regulations - Title 21, Code of Federal Regulations, Part 1300