

QUOVADIS AUTHORISED RELYING PARTY AGREEMENT

IMPORTANT: READ CAREFULLY

Any party receiving a signed electronic document may rely on that Digital Signature to the extent that they are authorised by contract with the Certificate Holder, or by legislation pursuant to which that Digital Certificate has been issued, or by commercial law in the jurisdiction in which that Digital Certificate was issued.

AN AUTHORISED RELYING PARTY IS THE INTENDED BENEFICIARY OF THE WARRANTIES SET OUT IN THE AUTHORISED RELYING PARTY AGREEMENT.

IN ORDER TO BECOME AN AUTHORISED RELYING PARTY YOU MUST READ AND AGREE TO THE TERMS OF THIS AUTHORISED RELYING PARTY AGREEMENT (“AGREEMENT”) BEFORE YOU USE, VALIDATE OR OTHERWISE RELY UPON ANY QUVADIS DIGITAL CERTIFICATE. YOUR USE IS PERMITTED AND CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORISED RELYING PARTY, ANY RELIANCE BY YOU IS AT YOUR OWN RISK. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES AND/OR CERTIFICATION PRACTICE STATEMENTS REFERENCED IN THE CERTIFICATE AND THE CONDITIONS OF THE APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT (“CP/CPS”) LOCATED AT <http://www.quovadisglobal.com/repository>.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE CP/CPS.

There are a number of instances where the legal and regulatory framework regarding the issuance of Qualified Certificates under the Swiss, Dutch or European Digital Signature regimes require deviation from QuoVadis standard practices. In these instances, this Document shows these differences either by indicating in the body of the text “For Qualified Certificates” or with the inclusion of a Text Box as follows:



This flag denotes a provision relating to Qualified Certificates issued in accordance with Swiss regulations



This flag denotes a provision relating to Qualified Certificates issued in accordance with Dutch regulations.

1. RELIANCE:

An Authorised Relying Party may utilise Certificates and their corresponding public keys only for authorised and legal purposes and only in support of transactions or communications supported by the QuoVadis Public Key Infrastructure (PKI).

An Authorised Relying Party shall not place reliance on a Certificate unless the circumstances of that intended reliance constitute Reasonable Reliance (as set out below) and the actions of that Authorised Relying Party are otherwise in compliance with the terms and conditions of this Agreement.

For the purposes of this Agreement, the term “Reasonable Reliance” shall mean;

- a) that the attributes of the Certificate relied upon and the level of assurance in the Identification and Authentication provided by the Certificate are appropriate in all respects to the level of risk and the reliance placed upon that Certificate by the Authorised Relying Party;
- b) that the Authorised Relying Party has, at the time of that reliance, used the Certificate for purposes appropriate and permitted by the CP/CPS and under the laws and regulations of the jurisdiction in which the Authorised Relying Party is located;

- c) that the Authorised Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought reasonably to have been known, to the Authorised Relying Party;
- d) that the Certificate intended to be relied upon (and each Certificate in the Certificate Path to the QuoVadis Root Certificate) is valid and has not been revoked, the Authorised Relying Party being obliged to check the status of that Certificate utilizing either the QuoVadis database, the QuoVadis Certificate Revocation List (CRL) or the QuoVadis Online Certificate Status Protocol (OCSP) Responder;
- e) that the Authorised Relying Party has, at the time of that reliance, verified the Digital Signature, if any;
- f) that the Authorised Relying Party has, at the time of that reliance, verified that the Digital Signature, if any, was created during the Operational Term of the Certificate being relied upon;
- g) that the Authorised Relying Party ensures that the data signed has not been altered following signature by utilising trusted application software,
- h) that the signature is trusted and the results of the signature are displayed correctly by utilising trusted application software;
- i) that the identity of the Certificate Holder is displayed correctly by utilising trusted application software; and
- j) that any alterations arising from security changes are identified by utilising trusted application software.

Note: If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances.

Certificates issued under the QuoVadis PKI are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. QuoVadis and its Certificate Authorities and Registration Authorities are not responsible for assessing the appropriateness of the use of a Certificate. You agree as an Authorised Relying Party that Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement.

You acknowledge and agree, to the extent permitted by applicable law, that where a transaction is required to be in writing, a message or other record bearing a digital signature verifiable with reference to a Certificate is valid, effective, and enforceable to an extent no less than had the same message or record been written and signed on paper. Subject to applicable law, a digital signature or transaction entered into with reference to a Certificate shall be effective regardless of the geographic location where the Certificate is issued or the digital signature created or used, and regardless of the geographic location of the place of business of the Issuing Certificate Authority or Certificate Holder.

2. QUOVADIS WARRANTIES:

The Certificate Holder shall use the QuoVadis Certificate in accordance with the terms and conditions of the CP/CPS.

QuoVadis warrants to Authorised Relying Parties who reasonably rely on a Certificate;

- a) that all information in or incorporated by reference in the Certificate, except for non-verified Certificate Holder Information, is accurate;
- b) that Certificates appearing in the QuoVadis database have been issued to the individual or organization named in the Certificate as the Certificate Holder, and the Certificate Holder has accepted the Certificate by downloading it from a website or via an email message sent to the Certificate Holder containing the Certificate; and
- c) the entities that approved the Certificate Application and issued the Certificate have substantially complied with the requirements of the QuoVadis CP/CPS when issuing the Certificate.

Except as expressly set forth in this Agreement, QuoVadis provides no warranty, express or implied, for any goods or services (including, without limitation, software or consulting services) that it provides pursuant to this Agreement, including, but not limited to;

- d) the implied warranties of merchantability and suitability for a particular purpose;
- e) any warranty concerning the success, implementation, and operation of the QuoVadis PKI, including whether the services will be uninterrupted or error-free.

Note: To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you.

3. LIMITATION OF LIABILITY:

This section applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to services provided under this section, and to the extent permitted by applicable law, QuoVadis' total liability for damages sustained by you and any third party for any use or reliance on a specific certificate shall be limited, in the aggregate, to the amounts set forth in the QuoVadis CP/CPS identified in the Certificate.

These liability limitations are cumulative and shall be the same regardless of the number of digital signatures, transactions, or relying party claims related to such Certificate. QuoVadis SHALL NOT be obligated to pay more than the total liability limitation for each Certificate that is relied upon.

4. NOTICES:

All notices, demands or other communications under this Agreement to QuoVadis must be made in writing to: Attn: Compliance, QuoVadis Limited., Suite 1640, 48 Par La Ville Road, Hamilton, HM11 Bermuda or by electronic mail signed by a QV-Certificate to compliance@quovadisglobal.com.

5. FORCE MAJEURE:

Neither of the parties to this Agreement shall be responsible to any other party for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties hereto.

6. TERM:

This Agreement shall be applicable for as long as you rely on a Certificate, use the QuoVadis OCSP service, access or use the QuoVadis database of CRL List information and in any matter of respect concerning the subject matter of this Agreement.

7. GOVERNING LAW:

The Relationships between the Participants are dealt with under the system of laws applicable under the terms of the contracts entered into. In general these can be summarised as follows;

- a) a dispute between the Root Certification Authority and an Issuing Certification Authority is dealt with under Bermuda Law.
- b) a dispute between an Issuing Certification Authority and a Registration Authority is dealt with under the applicable law of the Issuing Certification Authority.
- c) a dispute between the Issuing Certification Authority and an Authorised Relying Party is dealt with under the applicable law of the Issuing Certification Authority.



For Qualified Certificates, in accordance with the Swiss Digital Signature law, all disputes shall be dealt with under Swiss Law.



For Qualified Certificates, in accordance with the Dutch Digital Signature law, all disputes shall be dealt with under Dutch Law.

Any controversy or claim between two or more participants in the QuoVadis PKI (for these purposes, QuoVadis shall be deemed a “participant within the QuoVadis PKI”) arising out of or relating to this Agreement shall be referred to an arbitration tribunal in the manner set out in the QuoVadis CP/CPS.

8. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement between QuoVadis and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between QuoVadis and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.