

9.11 Individual notices and communications with participants

Notices should be sent via digitally signed email or paper form to the TCPA. The address of the TCPA (electronic and physical is given in Section 1.5.1 of this document).

9.12 Amendments

Amendments to this document are classified by severity:

- minimal - no changes to conditions to any party is involved. Typically used when correcting grammar, clarifying meaning or reformatting the appearance of text.
- small - additional business offerings or minor changes to existing business offerings are made which have minimal impact on any party's obligations
- large - major changes to rights or responsibilities are entailed. Major new business offerings, withdrawal of existing lines of business (where premature revocation of certificates might be needed) would be classified as major.

9.12.1 Procedure for amendment

Any proposed change to this CPS is made in a source code controlled repository operated by TrustCor CA. When the proposal is submitted, the repository is tagged, and the TCPA will check out the documents from that tag.

If accepted for inclusion, the TCPA will issue the severity of the change. The version of the document will change as follows:

- minimal: the micro version of this document is incremented. No new OID is generated. (e.g. 1.0.1 -> 1.0.2)
- small: the minor version of this document is incremented, and a new OID is generated for this document, and included in all future certificates issued pursuant to the new CPS. (e.g. 1.2.4 -> 1.3.0)
- large: the major version of this document is incremented, and a new OID is generated (e.g. 1.3.5 -> 2.0.0)

The approved document is produced in PDF form, and that logged on the website, along with previous versions for comparison.

9.12.2 Notification mechanism and period

Notice is given by publication of the CPS to the online repository.

9.12.3 Circumstances under which OID must be changed

See Section 9.12.1 for new OID circumstances.

Rachel McPherson
August 16, 2018

9.13 Dispute resolution provisions

Any dispute regarding the contents of this CPS should be made to TrustCor CA prior to seeking third party involvement.

9.14 Governing law

TrustCor Systems S. de R.L. is incorporated in Panama, so the law of the Republic of Panama shall govern the interpretation of this document.

9.15 Compliance with applicable law

With regard to the PII provisions of Section 9.4.5, the requirements of the data protection regulations of the European Union regarding access, disclosure and destruction shall hold.

9.16 Miscellaneous provisions

9.16.1 Entire agreement

Any of TrustCor CA's enterprise subordinate CAs are bound to adhere to all of the terms of this CPS.

9.16.2 Assignment

No entity may assign its rights or responsibilities under this document to any other party without the written consent of TrustCor Systems S. de R.L.

9.16.3 Severability

In the event that a clause of this document is held invalid by a judicial authority which TrustCor CA recognizes as competent over its affairs, the remainder of the document is still held to be valid and enforceable.

If the same authority requires changes to this document in order to remain legally sound, then the changes shall be made and published in the normal fashion described above, with an additional condition:

- a report of why the changes have been made, citing the authority and law or, regulation shall be published to the email address questions@cabforum.org

If the relevant law or regulation is no longer operative, such changes as were required shall be reversed, and a similar notification to the CA/B Forum mailing list be made.

Rachel McPherson
August 16, 2018

9.16.4 Enforcement (attorneys' fees and waiver of rights)

TrustCor CA shall enforce its rights and seek damages (including attorneys' fees and losses) from any party which violates the terms of any agreement with TrustCor CA. The terms of this CPS are not waived by a failure to enforce all or part of them with regard to any party bound by this document (except where a waiver is granted by explicit written permission by TrustCor CA).

9.16.5 Force Majeure

TrustCor CA accepts no liability for failure to perform any obligation under the terms of this document, where such failure results from events outside TrustCor CA's reasonable control.

9.17 Other provisions

No stipulation.