

TrustCor CA Relying Party Agreement

IMPORTANT — YOU MUST READ AND ACCEPT THIS RELYING PARTY AGREEMENT ("AGREEMENT") CAREFULLY BEFORE ACCESSING, USING OR OTHERWISE RELYING ON A CERTIFICATE ISSUED BY TRUSTCOR SYSTEMS S. DE R.L ("TRUSTCOR CA", "TRUSTCOR SYSTEMS", "TRUSTCOR"), OR TRUSTCOR CA'S CERTIFICATE SERVICES INCLUDING TRUSTCOR CA'S CERTIFICATE VALIDATION SERVICE, TRUSTCOR CA'S ONLINE CERTIFICATE STATUS PROTOCOL ("OCSP") SERVICES, TRUSTCOR CA'S CRLS, OR ANY INFORMATION FOUND IN TRUSTCOR CA'S REPOSITORY.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS, USE OR RELY UPON ANY CERTIFICATE ISSUED BY TRUSTCOR CA, OR ANY OF TRUSTCOR CA'S CERTIFICATE SERVICES. TRUSTCOR CA MAY CONSEQUENTLY NOT BE HELD LIABLE FOR ANY KIND OF DAMAGES INCURRED FROM ANY SUCH ACCESS, USE OR RELIANCE.

1. Definitions.

"**Certificate**" means an electronic document that uses a Digital Signature to bind a Public Key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the subject, contains the subject's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a Digital Signature of the issuing certificate authority.

"**Certification Practice Statement**" or "**CPS**" means one of several documents forming the governance framework of policies and procedures used to operate TrustCor CA's Certificate services.

"**Certificate Revocation List**" or "**CRL**" means a regularly updated time-stamped list of revoked Certificates that is created and digitally signed by the CA that issued the Certificates.

"**Online Certificate Status Protocol**" or "**OCSP**" means an online Certificate-checking protocol that enables relying-party application software to determine the status of an identified Certificate.

"**Relying Party**" means an entity that acts in reliance on the information provided by TrustCor CA in a Certificate or other site authentication product or service.

"**Repository**" means the online collection of publicly-disclosed PKI governance documents (such as Certificate Policies and Certification Practice Statements) and Certificate status information, either in the form of a CRL or an OCSP response. TrustCor CA's repository is located at: www.trustcor.com/legal

2. Agreement.

2.1. The terms and conditions set forth in this Agreement constitute a binding agreement between you (the "Relying Party") and TrustCor CA and are effective immediately upon your use of or reliance on a TrustCor CA Certificate or any services related to TrustCor CA's site authentication products, including the use of TrustCor CA's repository and TrustCor CA's validation services such as its OCSP or CRLs. This Agreement lasts for as long as you assert that you have reasonably relied on a TrustCor CA Certificate or service.

2.2. In consideration for use of TrustCor CA's certificate services and being permitted access to and use of the Repository and/or a TrustCor CA-issued Certificate, you agree that prior to relying on or using a Certificate, you will:

- (i) where the Certificate is issued by a third party, verify the Certificate chain to ensure that the third party is a subordinate Certification Authority and that the Certificate was issued in accordance with the CPS and applicable policies therein;
- (ii) check the CRL/OCSP to ensure that the Certificate is valid, operational, unexpired and non-revoked; and

- (iii) take any other reasonable steps to gather sufficient information needed to evaluate the risks associated with your intended use and the limitations associated with the Certificate or service provided by TrustCor CA.

2.3. You may not use the Certificate for any purpose other than as set forth in the relevant section of TrustCor CA's CPS for that particular class and type of Certificate. You agree to comply with the policies and procedures set out in TrustCor CA's CPS.

2.4. TrustCor CA shall:

- (i) update the CRL by logging all Certificates revoked in the past 24 hours; and
- (ii) validate the information provided by the Subscriber using the methods set forth in the TrustCor CA CPS prior to issuing the corresponding Certificate.

2.5. You acknowledge that:

- (i) The CRL/OCSP does not contain a real time record of all Certificate revocations;
- (ii) the security or integrity of a Private Key which corresponds to a Public Key contained in a Certificate may be compromised due to an act or omission of a third party which has not been authorized by TrustCor CA, and you agree that TrustCor CA shall not be liable for any losses suffered as a result of such compromise;
- (iii) TrustCor CA relies upon authorization records, government records, third party business databases and domain name services to validate information contained in Certificates and agrees that TrustCor CA shall not be liable for loss suffered as a result of inaccuracies or deficiencies contained in those records or databases or inaccurate information supplied by providers of domain name services or any other third party; and
- (iv) TrustCor CA performs differing degrees of Certificate validation depending on the type of Certificate and its intended use and agrees to take these factors into consideration when deciding whether or not to rely on a Certificate.

2.6. You must ensure that each Certificate is valid and not revoked prior to relying on the Certificate. TrustCor CA makes Certificate validity information available through its Repository. The Repository is available on an "as is" and "as available" basis over publicly accessible networks. TrustCor CA excludes any warranty as to the availability of the Repository and reserves the right to exclude access to or close the Repository without notice at any time.

3. Limited Warranty.

3.1. Subject to the provisions found in this Agreement, TrustCor CA warrants to Relying Parties that: (i) all information in the Certificate, except for Non-verified Subject Information, is accurate as of the date the validation process was complete; (ii) the Certificate has been issued to the individual, organization or device named in the Certificate as the Subject; and (iii) TrustCor CA exercised reasonable care to perform the validation process set forth in the CPS for the Certificate. This warranty does not apply to the transaction of non-financial sensitive or private information, or any actions or omissions of a third party, including the Subject. This warranty is void if the terms of this Agreement are breached by the Relying Party.

4. Disclaimers of Warranties and Limitations of Liability.

4.1. Warranty Disclaimers. TRUSTCOR CA'S SITE AUTHENTICATION PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE USE OF A PRODUCT AND/OR SERVICE IS AT YOUR OWN RISK. EXCEPT FOR THE LIMITED WARRANTY UNDER SECTION 4.1, TRUSTCOR CA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. TRUSTCOR CA DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ACCESS TO PRODUCTS OR SERVICES WILL BE TIMELY OR ERROR FREE. TRUSTCOR CA DOES NOT WARRANT ANY

THIRD PARTY PRODUCT OR SERVICE, INCLUDING ANY WEBSITE THAT IS SECURED BY A TRUSTCOR CA CERTIFICATE OR DISPLAYING A TRUSTCOR CA SITE SEAL.

4.2. **Limitations of Liability.** EXCEPT FOR CLAIMS UNDER SECTION 4 (WHICH ARE SUBJECT TO THE LIMITS SET FORTH IN SECTION 5.2), YOU HEREBY WAIVE ALL LIABILITY OF TRUSTCOR CA AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS, AND AGENTS, RESULTING FROM OR CONNECTED TO THE RELIANCE ON OR USE OF TRUSTCOR CA'S SITE AUTHENTICATION PRODUCTS AND SERVICES, INCLUDING ANY LOSS RELATED TO THE ACTIONS OR OMISSIONS OF A SUBJECT OR OTHER THIRD PARTY. YOU WAIVE ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR A TRUSTCOR CA PRODUCT OR SERVICE, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER APPLIES EVEN IF TRUSTCOR CA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

4.3. **Force Majeure.** Neither TrustCor CA nor any independent third-party RA operating under TrustCor CA, nor any subcontractors, employees, or directors of any of the foregoing shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonable control. Each party acknowledges that TrustCor CA's products and services are subject to the operation and infrastructures of the Internet, which consists of a series of networks that are subject to failure and errors. In no event shall either party be liable for, or as a result of any such failures or errors, all of which are beyond TrustCor CA's control.

4.4. **Applicability.** The waivers and limitations in this Section 4 apply only to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this Agreement have been breached or proven ineffective.

5. Indemnification.

5.1. **Indemnity.** You agree to indemnify, defend, and hold harmless TrustCor CA and its partners, directors, shareholders, officers, agents, employees, contractors, affiliates, successors and assigns against any and all liabilities, third-party claims, proceedings, judgements, damages, losses, expenses and costs (including reasonable attorney's fees) that directly, or indirectly, arise from (i) your failure to comply with this Agreement, (ii) your improper use of, or unreasonable reliance on, a TrustCor CA product or service, or (iii) your failure to check the status of a Certificate to determine if the Certificate is expired or revoked.

5.2. **Indemnification Procedure.** TrustCor CA will promptly notify you of any such claim, and you will bear full responsibility for the defense of such claim (including any settlements), provided that (i) you inform and consult with TrustCor CA about the progress of any litigation or settlement; (ii) any settlement does not stipulate any liability or wrong-doing by TrustCor CA, and (iii) any settlement does not require specific performance by TrustCor CA. TrustCor CA may elect to participate in the defense of a claim using counsel of its choice at its own expense. The terms of this Section 5 will survive any termination of this Agreement.

6. Miscellaneous.

6.1. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between you and TrustCor CA with respect to your use of the repository or reliance on a TrustCor CA Certificate. This Agreement shall supersede all other prior agreements that might exist, whether oral or written, with respect to the subject matter. TrustCor CA reserves the right to amend this Agreement and the conditions under which you may rely on a TrustCor CA Certificate or service at any time, without prior notice to you. All amendments are effective as of the date of posting. You agree to periodically review the website to be aware of any changes.

6.2. **Notices.** All notices, questions and requests shall be in writing and in English. Notices shall be sent by mail with return receipt request to: Legal Department, TrustCor Systems, 371 Front Street West, #227, Toronto, ON M5V 3S8, Canada. TrustCor CA will post notices to you on its website.

6.3. **Waiver.** A party's failure to enforce or delay in enforcing a provision of this Agreement does not waive the party's right to enforce the same provision later or the party's right to enforce any other

provision of this Agreement (except where a waiver is granted of explicit written permission by TrustCor CA).

6.4. Assignment. You may not assign any of your rights or obligations granted under this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without the prior written consent of TrustCor CA. Any transfer without consent is void and a material breach of this Agreement. TrustCor CA may assign its rights and obligations without your consent.

6.5. Governing Law. This Agreement shall be interpreted, construed under the substantive laws of Panama without regard to any conflict-of-law principles. Any claims, legal actions or disputes relating to the performance of this Agreement shall be commenced in the courts of the Republic of Panama. All related parties, hereby agree to the exclusive jurisdiction and venue of any such court.

6.6. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable under any applicable statute or rule of law, then the provision affected will be construed so as to be enforceable to the maximum extent permissible by law; and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not, in any way, be affected or impaired thereby.

6.7. Third Party Rights. Nothing in this Agreement is intended or shall be construed to give any third party legal or equitable rights, remedies, or claims under or in respect of this Agreement.

6.8. Survival. All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification and limitations of liability shall survive the termination of this Agreement.

TrustCor CA Relying Party Agreement Version 1.1.0 - Updated on August 12, 2019

This document is subject to the use of TrustCor CA as an accredited certification authority and may not be altered, invalidated or amended by any side agreements.