

IMPORTANT: READ CAREFULLY

YOU MUST READ AND AGREE TO COMPLY WITH THE TERMS OF THIS AUTHORISED RELYING PARTY AGREEMENT ("AGREEMENT") BEFORE YOU VALIDATE A QUOVADIS DIGITAL CERTIFICATE BY:

- (I) ACCESSING, READING, DOWNLOADING OR OTHERWISE USING THE QUOVADIS DATABASE OF CERTIFICATES;
- (II) DOWNLOADING OR ACCESSING ANY QUOVADIS CERTIFICATE REVOCATION LIST (CRL); OR
- (III) USING THE QUOVADIS ONLINE CERTIFICATE STATUS PROTOCOL (OCSP) SERVICES.

THIS AGREEMENT BECOMES EFFECTIVE WHEN YOU SUBMIT A QUERY TO SEARCH FOR A CERTIFICATE, OR VERIFY A DIGITAL SIGNATURE CREATED WITH A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, BY DOWNLOADING OR READING A QUOVADIS CRL, WHEN YOU OTHERWISE USE OR RELY UPON ANY INFORMATION OR SERVICES PROVIDED BY THE QUOVADIS DATABASE, OR WHEN YOU USE THE QUOVADIS OCSP SERVICES.

YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE RELYING PARTY OF A QUOVADIS CERTIFICATE AND YOU MUST TERMINATE YOUR RELIANCE UPON SUCH CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE QUOVADIS SSL CERTIFICATE AND CONDITIONS OF THE APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS") LOCATED AT <http://www.quovadis.com/ssl/certificates/cps/cps1045.htm> (CP/CPS) AND THE QUOVADIS PUBLIC KEY INFRASTRUCTURE (PKI) POLICY (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 that Authorised Relying Party is 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 are appropriate in all respects to the reliance placed upon that Certificate by the Authorised Relying Party including, without limitation to the generality of the foregoing, the level of Identification and Authentication required in connection with the issue of the Certificate relied upon;
- (b) that the Authorised Relying Party has, at the time of that reliance, used the Certificate for purposes appropriate and permitted under the laws and regulations of the jurisdiction in which the Relying Party is located; OCSP;
- (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

(k) 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 for such reliance to be deemed reasonable.

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 a 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.

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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) dispute between Root Certification Authority and Issuing Certification Authority is dealt with under Bermuda Law.
 - (b) dispute between Issuing Certification Authority and Registration Authority is dealt with under the applicable law of the Issuing Certification Authority.
 - (c) dispute between Issuing Certification Authority and 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.

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