

IMPORTANT: READ CAREFULLY

ALL CERTIFICATE HOLDERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE HOLDER OF A QUOVADIS CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE APPLICABLE QUOVADIS CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS").

THE USE OF A DIGITAL CERTIFICATE SIGNIFIES ACCEPTANCE OF THAT DIGITAL CERTIFICATE. BY ACCEPTING A CERTIFICATE, THE CERTIFICATE HOLDER ACKNOWLEDGES THAT THEY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS CERTIFICATE HOLDER AGREEMENT AND THE 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.
	This flag denotes a provision relating to Qualified Certificates issued in accordance with Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community Framework for Electronic Signatures

The Digital Certificate you have received has been issued by QuoVadis. By using that Certificate you are participating in the QuoVadis Public Key Infrastructure (QV-PKI) and do so in accordance with the terms of this (End User) Certificate Holder Agreement. For the purposes of:

- (a) the Electronic Transactions Act 1999 – Bermuda (the "ETA") ;
- (b) Bundesgesetz über Zertifizierungsdienste im Bereich der elektronischen Signatur (ZertES, SR 943.03) - Switzerland; and
- (c) the European PKI standard ETSI TS 101.456: 2005 – Europe (ETSI),

the effectiveness of any message from QuoVadis is not conditiona

- (d) that the Certificate intended to be relied upon is valid and has not been revoked, the Authorised Relying Party being obliged to check the status of that Certificate utilizing either the QuoVadis database of certificates issued and valid located at <http://www.quovadisglobal.com>, the QuoVadis Certificate Revocation List or the QuoVadis Online Certificate Status Protocol Services;
- (e) that the Authorised Relying Party has, at the time of that reliance, verified the Digital Signature, if any; and
- (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.

Note: The term reliance is restricted to reliance on the validity and content of the Digital Certificate not on the accuracy of the content of a digitally signed or protected electronic record. If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances for such reliance to be deemed reasonable.

5. Certificate Holder Acknowledgements

5.1 Authority: Certificate Holders acknowledge and agree that the use of a Certificate:

- (a) does not convey evidence of authority of any entity to act on behalf of any person or to undertake any particular act;
- (b) that the Certificate Holder is solely responsible for exercising due diligence and reasonable judgment before choosing to place any reliance whatsoever on a Certificate; and
- (c) that a Certificate is not a grant, assurance or confirmation from QuoVadis of any authority, rights or privilege save as expressly set out in the Certificate Policy relevant to the Certificate.

5.2 Breach: In addition to any remedy that it may have at law or in equity, in the event that the Certificate Holder is in breach of this Agreement, QuoVadis shall be entitled to immediately suspend or terminate (as a non-curable default) this Certificate Holder Agreement. In addition, QuoVadis may investigate any such incidents, cooperate with law enforcement organizations, and provide information in accordance with valid legal process or as otherwise required by applicable law and regulation.

6. **Revocation:** Certificates issued by QuoVadis will be revoked on the occurrence of any of the following events:

- (a) The Certificate Holder requests revocation of its Certificate;
- (b)

of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination. With respect to all Certificate Holders issued a Certificate contained on an SSCD, this Certificate Holder Agreement shall begin from the time you accept your SSCD and shall continue until terminated as provided above. Termination of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE CP/CPS, QUOVADIS rd