



Relying Party Agreement

ATTENTION READ CAREFULLY: THIS RELYING PARTY AGREEMENT (THIS "AGREEMENT") IS A LEGAL CONTRACT BETWEEN THE PERSON, ENTITY, OR ORGANIZATION SEEKING TO USE THE INFORMATION IN A TIME-STAMP OR A DIGITAL CERTIFICATE ISSUED BY ENTRUST IN ACCORDANCE WITH THE PRACTICES STATEMENTS IN THE REPOSITORY (AS DEFINED BELOW) ("TIME-STAMP" AND "CERTIFICATE", RESPECTIVELY), ACCESS THE ENTRUST REPOSITORY, OR USE ANY OTHER SERVICE PROVIDED IN RESPECT TO CERTIFICATES, TIME-STAMPS, OR THE VALIDATION OF DIGITAL SIGNATURES ("YOU" OR "RELYING PARTY"), AND ENTRUST CORPORATION OR OTHER AFFILIATED COMPANY ("ENTRUST"), IDENTIFIED IN THE APPLICABLE PRACTICES STATEMENT. YOU, AS THE INDIVIDUAL ACCEPTING THE AGREEMENT, REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G. YOU ARE NOT A MINOR). IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A LEGAL ENTITY, FOR EXAMPLE THE COMPANY OR ORGANIZATION YOU WORK FOR, YOU REPRESENT TO ENTRUST THAT YOU HAVE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY.

THIS AGREEMENT INCORPORATES BY REFERENCE THE MOST RECENT VERSION OF THE STATEMENTS DESCRIBING THE PRACTICES FOLLOWED BY ENTRUST IN ISSUING CERTIFICATES AND TIME-STAMPS (COLLECTIVELY "PRACTICES STATEMENTS"), WHICH MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THEIR TERMS AND WHICH CAN BE FOUND IN ENTRUST'S REPOSITORY AT <http://www.entrust.net/cps> (THE "REPOSITORY"). THE PRACTICES STATEMENT APPLICABLE TO A SPECIFIC CERTIFICATE OR TIME-STAMP DEPENDS ON THE TYPE OF CERTIFICATE OR TIME-STAMP. FOR EXAMPLE, eIDAS QUALIFIED WEBSITE AUTHENTICATION CERTIFICATES ARE GOVERNED BY THE MOST RECENT VERSION OF THE DOCUMENT TITLED "CERTIFICATION PRACTICE STATEMENT FOR QUALIFIED CERTIFICATES", AND NON-QUALIFIED CERTIFICATES ARE GENERALLY GOVERNED BY THE MOST RECENT VERSION OF THE DOCUMENT TITLED "CERTIFICATION PRACTICE STATEMENT".

ACCEPTANCE OF THIS AGREEMENT IS SIGNIFIED BY, AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE EARLIER OF (I) THE RELYING PARTY'S SUBMISSION OF A QUERY REGARDING A CERTIFICATE OR TIME-STAMP, (II) THE RELYING PARTY'S VERIFICATION OR ATTEMPTED VERIFICATION OF A DIGITAL SIGNATURE THROUGH THE USE OF A CERTIFICATE OR TIME-STAMP, OR (III) THE RELYING PARTY'S USE OF ANY OTHER INFORMATION IN THE ENTRUST REPOSITORY OR USE OF ANY OTHER SERVICE PROVIDED IN RESPECT TO CERTIFICATES, TIME-STAMPS, OR THE VALIDATION OF DIGITAL SIGNATURES OR ANY OTHER SERVICES DESCRIBED IN THE PRACTICE STATEMENTS.

1. **Relying Party Must Inform Itself:** Each Relying Party must consult the applicable Practice Statement to obtain further details of the practices and related information regarding Entrust's provision of the types of Certificates and Time-stamps identified in the Practices Statement, including:
 - (a) Specification of the applicable industry standards and trust services policy/ies being applied;
 - (b) Restrictions and limitations applicable to the Certificates and Time-stamps;
 - (c) Event log retention period;
 - (d) Procedures for complaints and dispute settlement;
 - (e) Specification of the applicable compliance audits and other assessments;
 - (f) Contact information for questions about Certificates and Time-stamps;
 - (g) How revocation status information is provided and the period over which it is available;
 - (h) Clear instructions for reporting problems such as suspected key compromise, Certificate misuse, or other types of fraud, compromise, misuse, inappropriate conduct, or any other matter related to Certificates.

2. **Conditions for Reliance:** As a condition of reliance on the information contained in a Certificate or Time-stamp:
 - (a) Relying Parties must verify the validity, suspension or revocation of the Certificate using current revocation status information as indicated in the Certificate;
 - (b) Relying Parties must verify that the Time-stamp has been correctly signed and that the private key used to sign the time-stamp has not been compromised up to the time of verification;
 - (c) Relying Parties must take account of any limitations on the usage of the Certificate and/or Time-stamp indicated in the Certificate, this Agreement, applicable Practices Statement or in the applicable trust service policy;
 - (d) Relying Parties must take account of any other precautions prescribed in this Agreement or elsewhere; and
 - (e) in addition, in the case of EU qualified Certificates, the trust anchor for the validation of the Certificate shall be as identified in a service digital identifier of an appropriate EU trusted list entry for a QTSP. Entrust provides a link to the applicable EU trusted list entry(ies) in the Repository.

3. **Independent Choice:** It is the Relying Party's sole responsibility to ensure it has the necessary information to make an informed decision about whether and the extent to which to rely on a Certificate or Time-stamp, or to use the information contained in Certificates and Time-stamps to rely on websites, digital signatures, and code. Each Relying Party acknowledges that it has read this Agreement and the applicable Practice Statements and understands its obligations, the disclaimers of representations and warranties, and limitations of liabilities and is making its own judgment as to whether its reliance is appropriate and reasonable considering all the facts, circumstances and context surrounding the transaction.

4. **DISCLAIMER OF WARRANTY:** EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES, AND CONDITIONS PROVIDED IN THE PRACTICE STATEMENTS, CERTIFICATES, TIME-STAMPS AND ANY RELATED SERVICES AND INFORMATION ARE PROVIDED "AS IS", AND ENTRUST AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PURPOSE, SATISFACTORY QUALITY, OR ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES IMPLIED BY STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE. ENTRUST FURTHER DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE SUBSCRIBER TO WHICH IT HAS ISSUED A CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO HAVE BEEN (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN THE CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE CERTIFICATES OR IN ANY CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY ENTRUST, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE. ENTRUST DOES NOT WARRANT OR GUARANTEE UNDER ANY CIRCUMSTANCES THE "NON-REPUDIATION" BY A SUBSCRIBER OF ANY TRANSACTION ENTERED INTO BY THE SUBSCRIBER INVOLVING THE USE OF OR RELIANCE UPON A CERTIFICATE.

5. **LIMITATION OF LIABILITY:**
 - 5.1. IN THIS SECTION, "ENTRUST" WILL BE DEEMED TO MEAN ENTRUST CORPORATION, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, LICENSORS, RESELLERS, DISTRIBUTORS, SUBCONTRACTORS, DIRECTORS, OFFICERS, AND PERSONNEL.
 - 5.2. IN NO EVENT WILL ENTRUST BE LIABLE FOR, AND RELYING PARTY WAIVES ANY RIGHT IT MAY HAVE TO, ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF BUSINESS, OPPORTUNITIES,

REVENUES, PROFITS, SAVINGS, GOODWILL, REPUTATION, CUSTOMERS, USE, OR DATA, OR COSTS OF REPROCUREMENT OR BUSINESS INTERRUPTION.

- 5.3. IN NO EVENT SHALL ENTRUST'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY CERTIFICATE, TIME-STAMP OR ANY RELATED SERVICES, INCLUDING ANY RELIANCE ON ANY CERTIFICATE OR TIME-STAMP, EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00 U.S.) (EXCEPT THAT FOR ANY EV OR QUALIFIED CERTIFICATES, ENTRUST'S TOTAL AGGREGATE LIABILITY IS LIMITED TO TWO THOUSAND U.S. DOLLARS (US\$2,000.00) PER SUCH CERTIFICATE, UP TO A MAXIMUM OF TEN THOUSAND U.S. DOLLARS (US\$10,000.00) ("CUMULATIVE DAMAGE CAP").
- 5.4. IN NO EVENT WILL ENTRUST BE LIABLE TO RELYING PARTIES OR ANY OTHER PERSON, ENTITY OR ORGANIZATION FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES, DAMAGES, CLAIMS, OR SETTLEMENT AMOUNTS ARISING OUT OF OR RELATED TO THE USE OR MISUSE OF, OR RELIANCE ON ANY CERTIFICATE THAT: (I) HAS EXPIRED OR BEEN REVOKED; (II) HAS BEEN USED FOR ANY PURPOSE OTHER THAN AS SET FORTH IN THE APPLICABLE PRACTICES STATEMENT OR AN APPLICABLE SUBSCRIBER AGREEMENT; (III) HAS BEEN TAMPERED WITH; (IV) WITH RESPECT TO WHICH THE KEY PAIR UNDERLYING SUCH CERTIFICATE OR THE CRYPTOGRAPHY ALGORITHM USED TO GENERATE SUCH CERTIFICATE'S KEY PAIR, HAS BEEN COMPROMISED BY THE ACTION OF ANY PARTY OTHER THAN ENTRUST (INCLUDING WITHOUT LIMITATION THE SUBSCRIBER OR RELYING PARTY); OR (V) IS THE SUBJECT OF MISREPRESENTATIONS OR OTHER MISLEADING ACTS OR OMISSIONS OF ANY OTHER PARTY, INCLUDING SUBSCRIBERS AND RELYING PARTIES.
- 5.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT REQUIRED BY APPLICABLE LAW ENTRUST NEITHER EXCLUDES NOR LIMITS ITS LIABILITY FOR: (I) DEATH OR BODILY INJURY CAUSED BY ITS OWN NEGLIGENCE; (II) ITS OWN FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) OTHER MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 5.6. THE EXCLUSIONS AND LIMITS IN THIS SECTION (LIMITATIONS OF LIABILITY) APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), WARRANTY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, STRICT LIABILITY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (B) ON AN AGGREGATE BASIS, REGARDLESS OF THE NUMBER OF CLAIMS, TRANSACTIONS, DIGITAL SIGNATURES, TIME-STAMPS OR CERTIFICATES; (C) EVEN IF THE POSSIBILITY OF THE DAMAGES IN QUESTION WAS KNOWN OR COMMUNICATED IN ADVANCE AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. ENTRUST HAS SET ITS PRICES AND PROVIDES CERTIFICATES, TIME-STAMPS AND RELATED SERVICES IN RELIANCE ON THE EXCLUSIONS AND LIMITS IN THIS SECTION (LIMITATIONS OF LIABILITY), WHICH FORM AN ESSENTIAL BASIS OF THE PROVISION OF SUCH CERTIFICATES, TIME-STAMPS, AND SERVICES.
6. **Choice of Law:** Except as set out in an applicable Practices Statement, any disputes related to this Agreement, including the construction, validity, interpretation, enforceability and performance of this Agreement, shall be governed by the laws of the Province of Ontario, Canada, and shall be brought in the provincial or federal courts sitting in Ottawa, Ontario. Each party hereby agrees that such courts shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial or federal court each party waives any right that such party may have to a jury trial. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to this Agreement. This Section (Choice of Law) governs all claims arising out of or related to this Agreement, including tort claims.

7. **Severability:** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any provision of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable in application to particular facts or circumstances: (a) such provision will be interpreted and amended to the extent necessary to fulfill its intended purpose to the maximum extent permitted by applicable law and its validity and enforceability as applied to any other facts or circumstances will not be affected or impaired; and (b) the remaining provisions of the Agreement will continue in full force and effect. For greater certainty, it is expressly understood and intended that each provision that deals with limitations and exclusions of liability, disclaimers of representations, warranties and conditions, or indemnification is severable from any other provisions.
8. **Language:** The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. If the Relying Party is located in Quebec, the parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English; les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais. Some services which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only.
9. **Interpretation:** In this Agreement, the words “including”, “include” and “includes” will each be deemed to be followed by the phrase “without limitation”. The section or other headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Any exhibit, document or schedule referred to in this Agreement means such exhibit or schedule as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement. References to any statute or regulation mean such statute or regulation as amended at the time and includes any successor statute or regulation. All dollar amounts in this Agreement are in U.S. currency unless otherwise indicated.