

## **SAFESCRYPT'S PUBLIC CERTIFICATION SERVICES**

### **Including the SafeScript CA RCAI Hierarchy**

#### **RELYING PARTY AGREEMENT**

YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE VALIDATING A DIGITAL CERTIFICATE OR OTHERWISE ACCESSING OR USING SAFESCRYPT'S DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY"). IF YOU DO NOT AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU ARE NOT AUTHORIZED TO USE SAFESCRYPT'S REPOSITORY.

THIS RELYING PARTY AGREEMENT (this "Agreement") becomes effective when you submit a query to search for a certificate, or to verify a digital signature created with a private key corresponding to a public key contained in a certificate, or when you otherwise use or rely upon any information or services provided by SafeScript's Repository or website relating to a certificate.

You acknowledge that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will choose to rely on the information in a certificate. For more educational material, see the tutorial contained in SafeScript's repository at [www.safescript.com/repository/index.html](http://www.safescript.com/repository/index.html). YOU ARE RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN A CERTIFICATE. You acknowledge and agree that your use of SafeScript's Repository and your reliance on any certificate shall be governed by SafeScript's Certification Practice Statement (the "CPS") as amended from time to time, which is incorporated by reference into this Agreement. The CPS is published on the Internet in the Repository at [www.safescript.com/repository/index.html](http://www.safescript.com/repository/index.html) and is available via E-mail by sending a request to: [enquiries@safescript.com](mailto:enquiries@safescript.com). Amendments to the CPS are also posted in SafeScript's Repository at <https://www.safescript.com/repository/updates>. The steps necessary to validate a certificate and verify a digital signature are contained in section 4 of the CPS.

PARAGRAPH 2.2.1.1 OF THE CPS SETS FORTH A LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 2.2.1.1 OF THE CPS, ISSUING AUTHORITIES AND SAFESCRYPT DISCLAIM ALL WARRANTIES AND OBLIGATIONS OF EVERY TYPE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF THE ACCURACY OF THE INFORMATION PROVIDED, AND FURTHER DISCLAIM ANY AND ALL LIABILITY FOR NEGLIGENCE OR LACK OF REASONABLE CARE. THE RELYING PARTY AGREES THAT THE NATURE OF SERVICES PROVIDED BY SAFESCRYPT IN ISSUING THE CERTIFICATES DOES NOT AMOUNT TO CERTIFYING ANY CREDIT WORTHINESS OR OTHER CAPABILITY, COMPETENCE OR ABSENCE THEREOF OF ANY PERSON INCLUDING THE SUBSCRIBER WHO SIGNS OR USES THE CERTIFICATES

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IN NO EVENT WILL THE AGGREGATE LIABILITY OF AN ISSUING AUTHORITY AND SAFESCRIPT TO ALL PARTIES (INCLUDING YOU) EXCEED THE APPLICABLE LIABILITY CAP FOR SUCH CERTIFICATE SET FORTH IN THE TABLE, BELOW.

THE COMBINED AGGREGATE LIABILITY OF ALL ISSUING AUTHORITIES AND SAFESCRIPT TO ANY AND ALL PERSONS CONCERNING A SPECIFIC CERTIFICATE SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FOLLOWING, FOR THE AGGREGATE OF ALL DIGITAL SIGNATURES AND TRANSACTIONS RELATED TO SUCH CERTIFICATE:

<b>Class</b>	<b>Liability Caps</b>
<b>SafeScript CA RCAI Hierarchy:</b>	
<b>RCAI Class 1</b>	Indian Rupees Fifty (Rs. 50)
<b>RCAI Class 2</b>	Indian Rupees Two Hundred (Rs. 200)
<b>RCAI Class 3</b>	Indian Rupees One Thousand (Rs. 1,000)

If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE TO A DOCUMENT. For information regarding private key protection, see [https://www.safescrypt.com/repository/PrivateKey\\_FAQ/index.html](https://www.safescrypt.com/repository/PrivateKey_FAQ/index.html).

You demonstrate your knowledge and acceptance of the terms of this Agreement by submitting a query to search for, or to verify the revocation status of, a Digital Certificate or by otherwise using or relying upon any information or services provided by Safescrypt's Repository or website relating to a certificate. If you do not agree, do not submit a query.