

**EMSIGN RELYING PARTY AGREEMENT**  
**Version 1.01 | 01-Dec-2020**

THE RELYING PARTY IS CONSIDERED TO HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS SET FORTH IN THIS RELYING PARTY AGREEMENT BEFORE USING, VALIDATING OR RELYING ON ANY OF EMSIGN DIGITAL CERTIFICATE OR BEFORE USING OR OTHERWISE RELYING ON INFORMATION OR SERVICES PROVIDED THROUGH EMSIGN'S WEBSITE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE, VALIDATE OR RELY ON ANY EMSIGN DIGITAL CERTIFICATE OR INFORMATION OR SERVICES PROVIDED THROUGH EMSIGN'S WEBSITE. CONSEQUENTLY, ANY SUCH RELIANCE IS AT YOUR OWN RISK.

THE RELYING PARTY IS CONSIDERED TO HAVE READ AND ACCEPTED THE LATEST CP/CPS AVAILABLE AT EMSIGN REPOSITORY: [HTTPS://REPOSITORY.EMSIGN.COM](https://repository.emsign.com).

THE RELYING PARTY AGREES THAT THEY HAVE REVIEWED CAREFULLY THE TERMS AND CONDITIONS OF THIS DOCUMENT. FURTHER, THE RELYING PARTY COVENANTS THAT THEY HAVE UNDERSTOOD THE TERMS AND THEIR INTERPRETATIONS AND VOLUNTARILY AGREES TO ACCEPT EACH AND EVERY PROVISION OF THIS DOCUMENT.

## Terms and Conditions

The headings in this Document are for reference purposes only and will not affect the meaning or construction of the terms of this Document.

### **1. USE OR RELIANCE**

The Relying Party hereby undertakes that any reliance on the Digital Signature Certificate by it is based on an informed decision arrived at after taking into consideration sufficient information that is available and accessible to it with respect to the level of assurance provided by the Digital Certificate is appropriate in all respects to the level of risk and reliance placed upon that certificate. The Relying party further undertakes that any reliance on the Digital Certificate issued by emSign PKI is made fully in accordance with CP/CPS and the relying party is in full compliance of their obligations under CP/CPS.

The Relying Party is aware that they are solely responsible for the appropriateness of the use of a Digital Signature Certificate and they shall not hold emSign PKI and/or Registration Authorities ("RA") responsible in any manner whatsoever for assessing the appropriateness of the use of such Certificate.

The Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought to have been known, to the Relying Party.

The Relying party agrees to make use of appropriate utilities or tools to perform digital signature verification or other operations. The utilities/ tools should be able to identify the identity of the

certificate holder, certificate chain and verify the digital signature on all certificates in the chain and only on successful verification should rely on the certificate.

The 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.

The Relying Party ensures that the data signed has not been altered following signature by utilizing trusted and appropriate application software.

The Relying Party agrees that if the circumstances indicate a need for additional assurances, it is the Relying Party's responsibility to obtain such assurances.

The Relying Party shall independently assess the appropriateness of the use of the information contained in emSign repository for any given purpose and shall solely decide whether or not to rely on it.

The Relying Party shall use the information contained in emSign repository only for the limited purposes mentioned in the CP/CPS and shall be solely responsible for any illegal and unauthorized use of emSign repository and Digital Certificates by itself or any of its personnel and representatives.

At the time of reliance, the Relying Party has used the Certificate for purposes appropriate and permitted by the CP/CPS and as allowed by the laws and regulations of the jurisdiction in which the Relying Party is located.

The Relying Party acknowledges that for the services provided in accordance with the emSign CP/CPS, and for any transaction conducted between the Relying Party and the Subscriber, emSign CA or Registration Authority shall not be considered a party to such transactions. For the removal of any doubts or ambiguity, it is hereby clarified that, any claims of whatsoever nature arising from or incidental to the transactions between the Relying Party and the Subscriber, shall not in any manner involve, emSign or Issuing CAs or any Registration Authorities or its agents, directors, employees, or representatives.

The Relying Party shall acknowledge that the private key corresponding to the public key contained in the Digital Certificate is under sole control of the Subscriber and any compromise to such private key may result in unauthorized access and use of Digital Certificate by a third party, which may not be detected by emSign or Issuing CA. emSign or Issuing CA disclaims all liabilities arising out of such stolen, compromised or forged certificates / private key.

## **2. WARRANTIES**

emSign warrants and represents that, to the best of its knowledge:

- There are no material misrepresentations of fact in the Certificate
- The entities that approved the Certificate Application and issued the Certificate have substantially complied with the requirements of the emSign CP/CPS when issuing the Certificate

Except as expressly provided in CPS, emSign disclaims all warranties, express or implied, by operation of law or otherwise, and all services and other items are provided "as is" without warranty of any kind. emSign or Issuing CA disclaims any implied warranties of merchantability and fitness for a particular purpose as to emSign products and also disclaims implied warranty of workmanlike quality for products and services provided by emSign.

### 3. LIMITATION OF LIABILITY

To the extent Issuing CAs under emSign PKI has issued and managed the certificate in accordance with the CP/CPS, Issuing CAs under emSign PKI shall not have any liability to the Subscriber, Relying Party or any Third Parties for any losses or damages suffered as a result of use or reliance on such a certificate.

Issuing CAs under emSign PKI shall be liable to Subscribers or Relying Parties for direct loss arising from any breach of the CP/CPS or for any other liability it may incur in contract, tort or otherwise, including liability for negligence up to the following limits per Subscriber or Relying Party or Third Party per Certificate, provided the Subscriber, the Relying Party or the Third Party is in full compliance of the CP/CPS.

Limits of Liability per Subscriber or Relying party or Third Party per certificate:

- (1) US Dollars One Thousand only (USD 1,000/-)
- (2) US Dollars Two Thousand only (USD 2,000/-) for Extended validation certificates.

The limit for aggregate maximum liability for all claims related to a single certificate or service shall be a liability of US Dollars Ten Thousands (USD 10,000/- only) or the amount paid by the Relying Party in respect of that certificate or service during the past 12 months, whichever is higher.

The aggregate maximum liability for all claims, regardless of the number and source of claims shall be USD 1 million (USD 1,000,000/-) only.

Issuing CA's liability, under emSign PKI, to any person for damages arising under, out of or related in any way to the CP/CPS, Subscriber Agreement, the applicable contract or any related agreement, whether in contract, warranty, tort or otherwise, shall be limited to actual damages suffered by that person. Issuing CAs under emSign PKI shall not be liable for personal injury, loss of data, indirect, consequential, incidental, special, exemplary, or punitive damages with respect to any person, even if emSign PKI has been advised of the possibility of such damages, regardless of how such damages or liability may arise, whether in tort, negligence, equity, contract, statute, common law, or otherwise.

By participating within the Issuing CAs under emSign PKI, any person that participates within the emSign PKI irrevocably agrees that they shall not apply for or otherwise seek either indirect, exemplary, consequential, special, incidental, or punitive damages and irrevocably confirms to Issuing CAs under emSign PKI their acceptance of the foregoing and the fact that emSign has relied upon the foregoing as a condition and inducement to permit that person to participate within the emSign Public Key Infrastructure.

### 4. INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest, including copyright and patent rights, to any certificate, deliverables, ideas, know-how, inventions, software or documentation, developed or delivered by emSign to the Subscriber shall be the property of emSign and the IPR shall stay with emSign.

### 5. INDEMNIFICATION

The Relying Party shall indemnify emSign PKI or Registration Authorities, and their contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, damages, costs, and expenses, including attorney's fees, related to (i) relying party's failure to comply with this agreement or (ii) relying party's improper use of, or unreasonable reliance on a emSign product or service.

## 6. NOTICES

Whenever Relying party desires or is required to give any notice, demand, or request to emSign PKI with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to emSign PKI at one of our International offices as listed at [www.emsign.com](http://www.emsign.com), This shall be addressed to Legal Department. It can also be sent over email signed by an emSign Certificate to [legal@emsign.com](mailto:legal@emsign.com). Such communications shall be effective when they are received.

## 7. FORCE MAJEURE

Neither party shall be in default of any obligation by reason of any failure to perform or delay in performing due to unforeseen circumstances or due to causes beyond such party's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labour or materials. If the force majeure event continues for a period of more than one month, emSign shall have the right to terminate the Relying Party Agreement or undertake such steps as it may deem appropriate.

## 8. ASSIGNMENT

The Relying Party shall not assign any of its rights or obligations under this agreement without the prior written consent of emSign. Any assignment without consent is void and constitutes a material breach of this agreement. emSign may assign its rights and obligations without the Relying Party's consent

## 9. TERM AND SURVIVAL

The term of this Document shall be effective from the date the Relying Party submits a query to search for a certificate, or to verify a digital signature and the term shall extend till the period the Digital Signature Certificate remains valid and the Subscriber is using the Digital Signature Certificate issued to him or till such time till relying parties have not breached any provision of this Relying party document. All payment obligations, if any, shall survive any termination or expiration of this Document.

## 10. TERMINATION

emSign shall be at liberty to forthwith terminate this Document without notice in the event the Relying party fails to comply with any part of his obligation under this Document.

## 11. INTERPRETATION

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.

## 12. SEVERABILITY

If any provision or part of this Document is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable, it will be enforced to the maximum extent permissible, and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.

The invalidity or un-enforceability of any provisions of this Document in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Document in such jurisdiction or the validity, legality or enforceability of this Document, including any such provision, in any other

jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

### **13. ENTIRE AGREEMENT**

This Agreement represents the complete agreement concerning the application for issuance of Digital Signature Certificate by emSign and the same may be amended in accordance with the terms laid down in CPS from time to time by emSign only. The amended version of CPS is published in the emSign Repository website (<https://www.repository.emsign.com>). If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

This Document, including relevant section such as obligations and warranties mentioned in the Certificate Policy, Certification Practice Statement, all Annexures, Exhibits and Schedules (if any) forming part of this Document or referred to in this Document, shall constitute the entire document amongst the parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Document.

### **14. GOVERNING LAW AND JURISDICTION**

This agreement is governed by the laws of India except in circumstances where issuing CAs under emSign PKI have explicitly agreed with the subscriber / relying party / any other party to be governed by the laws of any other country. The construction and interpretation of this agreement will be in accordance with laws of India or the laws of the agreed jurisdiction as indicated above. Venue with respect to any disputes will be in Bangalore, India or any venue explicitly agreed in the subscriber / relying party / any other party agreement for the certificate with reference to which the dispute arises.

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