TrustFactory Warranty Policy

The TrustFactory Warranty Policy set forth herein (the " Warranty Policy") may provide limited reimbursement to eligible Relying Parties whose reliance on the information contained in a TrustFactory-issued Certificate results in a loss of money due to a fraudulent financial transaction, owing to errors by TrustFactory in issuing a certificate.

1. Definitions

The following definitions are used in this Warranty Policy.

Certificate: A digitally signed document that is a public-key certificate. The digital signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the public key by the subject. The certificate data items include, at least, the identity of the subject; the public key value; the identity of the certification authority that signs the certificate; and the certificate's serial number.

Certificate Policy (CP): A set of rules that indicates the applicability of a named Certificate to a particular community and/or PKI implementation with common security requirements.

Certificate Revocation List (CRL): A regularly updated timestamped list of revoked Certificates that is created and digitally signed by the CA that issued the Certificates.

Certification Authority (CA): An organization that is responsible for the creation, issuance, revocation, and management of Certificates. The term applies equally to both Roots CAs and Subordinate CAs.

Certification Practice Statement (CPS): The TrustFactory document setting forth TrustFactory's validation and issuance practices located in the Repository.

Covered Loss: A direct monetary loss associated with a transaction that meets the criteria under Section 5 of this policy.

Claimant: A person who meets all of the criteria found in Section 6 of this Agreement that will receive payment for a Covered Loss. If multiple Claimants are affiliated as to a common entity, then those multiple Claimants collectively are eligible to receive a maximum amount in accordance with the Maximum Certificate Coverage set forth in section 8 per Incident.

Incident: Any instance of a fraudulent financial transaction made in reliance on a unrevoked and unexpired TrustFactory issued Certificate where TrustFactory failed to perform the validation requirements set forth in its CPS .

Maximum Certificate Coverage: The maximum amount of a single transaction that will be covered by the Warranty associated with the Certificate. Maximum Certificate Coverages are set forth in section 8.

OCSP Responder: An online server operated under the authority of the CA and connected to its Repository for processing Certificate status requests. See also, Online Certificate Status Protocol.

Online Certificate Status Protocol (OCSP): An online Certificate-checking protocol that enables Relying Party application software to determine the status of an identified Certificate. See also OCSP Responder.

Total Payment Limit: The maximum aggregate claims that can be made against a Certificate under the Warranty. Total Payment Limits for each Certificate type are set forth in Section 8.

Registration Authority (RA): Any Legal Entity that is responsible for identification and authentication of Subjects of Certificates, but is not a CA, and hence does not sign or issue Certificates. An RA may assist in the Certificate application process or revocation process or both. When "RA" is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA.

Relying Party: A party using the Certificate to conduct a financial transaction with the Subscriber named in the Certificate.

Relying Party Agreement: The document titled *Relying Party Agreement* located in the Repository, which sets out the terms and conditions between TrustFactory and the Relying Party.

Repository: TrustFactory's collection of documents pertaining to its Certificate issuance and validation processes as set forth at https://www.trustfactory.net/repository .

Subscriber: The entity named in the Certificate with whom the Relying Party wishes to conduct a financial transaction.

Warranty: TrustFactory's guarantee against loss associated with a financial transaction caused by TrustFactory's failure to exercise reasonable care to perform the validation steps set forth in the TrustFactory CA CPS prior to the Certificate's issuance.

2. Application

(a) Before taking any action in connection with or relying in any way on a TrustFactory-issued Certificate, you must read and agree to the terms and conditions of the Relying Party Agreement, this Warranty Policy, the TrustFactory Certificate Policy (CP) and the applicable TrustFactory Issuing CA's Certification Practice Statement (CPS).

(b) Subject to the provisions of the Relying Party Agreement and limited to the value of the Warranty, TrustFactory warrants to you that TrustFactory has exercised reasonable care in following the validation process set forth in the applicable TrustFactory Issuing CA's CPS when issuing a relied upon Certificate.

3. Certificates Covered

(a) This Warranty Policy covers only the following TrustFactory Certificate products.
1. Email Certificates
2. Personal Certificates
3. Advanced Electronic Signature Certificates
4. SSL/TLS DV Standard Certificates
5. SSL/TLS DV Premium Certificates
6. SSL/TLS DV Wildcard Certificates
7. SSL/TLS OV Standard Certificates
8. SSL/TLS OV Premium Certificates
9. SSL/TLS OV Wildcard Certificates

(b) In the event the scope of coverage is changed or updated, TrustFactory shall post an updated version of this Warranty Policy on its document Repository website.

4. Certificates Not Covered

(a) This Warranty Policy does not cover the following:

1. any certificate products not specifically identified in section 3 above;

2. any free or test Certificates that TrustFactory might make available for purpose that include but are not limited to demonstration, education or testing.

5. Covered Losses

(a) The Warranty shall cover an Incident where a Relying Party incurred a direct monetary loss caused by an error in the TrustFactory Issuing CA's identification and validation processes, or caused by the failure of any authorized personnel of TrustFactory to use reasonable care in following the identification and validation procedures under the applicable TrustFactory Issuing CA's CPS.

(b) The Warranty shall covers an Incident where a Relying Party incurred a direct monetary loss caused by an error in the identification and validation processes of an authorized TrustFactory Registration Authority (RA), or caused by the failure of any authorized personnel of the RA to use reasonable care in following the identification and validation procedures under the applicable RA Agreement and TrustFactory Issuing CA's CPS.

(c) The Warranty shall cover a monetary loss equal to the lesser of 1) the amount directly paid by the Claimant in reliance on the Certificate as offset by any amount that may be recovered, 2) the Maximum Certificate Coverage associated with the Certificate, or 3) the total amount remaining of the Total Payment Limit for the relied upon Certificate.

(d) The Warranty is subject to the Total Payment Limit associated with the Certificate. The Total Payment Limit is the maximum amount of aggregate claims that will be paid under the Warranty in a calendar year for each Certificate type. The maximum amount of aggregate claims payable under the warranty shall start anew on 1st January of each year. Warranty claims will be paid in the order received by TrustFactory. Damages exceeding the Total Payment Limit for any given Certificate shall be apportioned first to the earliest claims to achieve final resolution. TrustFactory shall have no further obligation to make payments under this Agreement to any Claimant where the Total Payment Limit has been exceeded. Relying Parties may check with TrustFactory at any time to ensure that the Total Payment Limit has not been reached. Claims cannot be resubmitted in the following year after renewal of the limits. As described herein, if a Certificate were issued in violation of the applicable TrustFactory Issuing CA's CPS, then each Claimant may receive a Covered Loss up the Maximum Certificate Coverage per transaction until the total of all Covered Losses reaches the Total Payment Limit.

(e) This Warranty does not apply to users of products or services purchased or otherwise made available for usage within a closed user group (for example an enterprise managed PKI group).

6. Claimants

(a) In order to qualify as a Claimant under the Warranty, a Relying Party must:

1. be an entity that/who has completed a financial transaction with a Subscriber using a valid credit card issued in the Relying Party's name;

2. have suffered a direct monetary loss, resulting from a completed the financial transaction, using a Certificate issued to the Subscriber by TrustFactory;

3. have verified that the Certificate status was valid, including validating the certificate chain, by checking against the applicable CRL distribution point or OCSP responder;

4. have verified that the Certificate was being used according to the key usage parameters defined in the Certificate;

5. have placed reasonable reliance on the information contained in a TrustFactory-issued Certificate to establish the identity of the Certificate holder;

6. read and agree to be bound by the Relying Party Agreement, the terms of this Warranty, and the TrustFactory CPS prior to using the Certificate or providing any credit card information to the Subscriber;

7. fulfill all obligations found herein and not be in breach of this Warranty or the Relying Party Agreement; and

8. dispute the charges associated with the loss with the appropriate credit card issuer or other entity. Such dispute must be made in compliance with the rules, procedures, and time-lines applicable to the credit card used to make the charges. Any payment from TrustFactory under the Warranty will be reduced by any amount received as a charge-back, settlement, or refund

from the Claimant's credit card issuer; and

9.   submit its claim in writing to TrustFactory within fifteen (15) days from the discovery of the error or damages.

(b) Under no circumstances shall any third party, including the Subscriber, be a third party beneficiary with respect to the Warranty.

7. Exceptions to the Warranty

(a) This Warranty does not apply to losses or damages of a Claimant, caused wholly or partially by:
1.   illegal acts by the Claimant or the Subscriber upon which the Claimant relies;
2.   a Claimant's breach of any obligations herein and under any other agreement with TrustFactory;
3.   any coercion of the Claimant or Subscriber;
4.   the Claimant's own breach of any warranty or obligations herein, including the Claimant's failure to validate a Certificate with TrustFactory or failure to validate the certificate chain for any Certificate prior to relying on the Certificate;
5.   acts by any unauthorized individuals which impairs, damages, or misuses the services of any Internet Service Provider or any communications services, including but not limited to, denials of service attacks and the use of malicious software such as computer viruses;
6.   the Claimant's unreasonable or unjustified reliance upon information contained within a Certificate in view of what the Claimant knows or should have known, or based on the Claimant's course of dealings and customs of trade;
7.   failure of any services or equipment, including failure of power and telecommunication services, not under the exclusive control or ownership of TrustFactory or its RAs, partners, affiliates, and agents;
8.   failure of the Claimant to apply reasonable security measures prior to and during the creation, transmission or further processing of encrypted messages for purposes of sharing confidential data;
9.   the Claimant's reverse engineering, interference with, or monitoring of the certificate services; or
10.   the failure or unreasonable delay of the Subscriber to make a request for revocation of a Certificate when required.

8. Certificate Warranty Limits

The specific Total Payment Limits and Maximum Certificate Coverage limits for each certificate are set forth below. Each Certificate type has a Maximum Certificate Coverage and a Total Payment Limit.

TrustFactory Certificate Type	Maximum Certificate Coverage	Total Payment Limit
Email Certificates	ZAR 25,000	ZAR 500,000
Personal Certificates	ZAR 25,000	ZAR 500,000
Advanced Electronic Signature Certificates	ZAR 50,000	ZAR 1,000,000
SSL/TLS DV Standard Certificates	ZAR 25,000	ZAR 500,000
SSL/TLS DV Premium Certificates	ZAR 50,000	ZAR 1,000,000
SSL/TLS DV Wildcard Certificates	ZAR 50,000	ZAR 1,000,000
SSL/TLS OV Standard Certificates	ZAR 50,000	ZAR 1,000,000
SSL/TLS OV Premium Certificates	ZAR 100,000	ZAR 1,000,000
SSL/TLS OV Wildcard Certificates	ZAR 100,000	ZAR 1,000,000

9. Claim Procedure

9.1 Procedure

A Claimant must:

1. Send a written request for lodge a claim using a digitally signed electronic message, registered mail or courier service, including the Claimant's name, address, phone number and email address; relied upon Certificate serial number; Certificate subject, Certificate effective date; product name; date of loss; value of loss and a description of the Incident;

2. Cooperate fully with TrustFactory to establish the facts substantiating the claim and the parties involved; and

3. Subrogate to TrustFactory any and all claims it may have against third parties for damages that may eventually result in reimbursing TrustFactory for payments made to the Claimant, up to the amount paid by TrustFactory.

9.2 Denial of claim

A warranty claim may be denied by TrustFactory due to the Claimant's delay in informing TrustFactory of the damages or failure to follow the required claim procedure.

10. Miscellaneous Provisions

10.1 Updates and Amendments

This Warranty Policy may be updated from time to time. The latest version is published in the TrustFactory Repository at https://www.trustfactory.net/repository. Updated versions become effective and deemed to be accepted 30 days after publication.

10.2 Force majeure

A force majeure event under this Warranty Policy and/or the CPS voids any rights of the Beneficiary under from this Warranty Policy. A force majeure event can be declared by the Policy Authority.

10.3 Other Provisions

This Warranty Policy is governed by the provisions of the TrustFactory CP. In case of a conflict between this Warranty Policy and the TrustFactory CP, the CP shall prevail except in the case of the Maximum Certificate Coverage Limits set forth above.

Document Control and References

Version: 1.0

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Documents URL: https://www.trustfactory.net/repository

Contact E-mail: info@trustfactory.net