



## TrustFactory Relying Party Agreement

YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING A QUERY WITH REGARD TO THE STATUS OF A CERTIFICATE ISSUED BY A TRUSTFACTORY CERTIFICATION AUTHORITY OR BEFORE USING OR OTHERWISE RELYING ON INFORMATION OR SERVICES PROVIDED THROUGH TRUSTFACTORY'S WEBSITE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE OR RELY UPON ANY INFORMATION, AND SERVICES THAT TRUSTFACTORY PROVIDES THROUGH ITS WEBSITE, ITS CERTIFICATE REVOCATION LIST (CRL), OR ITS ONLINE CERTIFICATE STATUS PROTOCOL (OCSP) RESPONDER. TRUSTFACTORY MAY CONSEQUENTLY NOT BE HELD LIABLE FOR ANY KIND OF DAMAGES INCURRED FROM ANY SUCH USE OR RELIANCE.

FOR ANY INFORMATION RELATED TO THIS AGREEMENT, E-MAIL US AT [info@trustfactory.net](mailto:info@trustfactory.net)

### 1 Definitions

**Certificate:** An electronic document that uses a digital signature to bind a Public Key and an identity.

**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):** One of several documents forming the governance framework in which Certificates are created, issued, managed, and used.

**Compromise:** A violation of a security policy that results in loss of control over sensitive information.

**Issuing CA:** In relation to a particular Certificate, the CA that issued the Certificate. This could be either a Root CA or a Subordinate CA.

**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:** Any natural person or Legal Entity that relies on a Valid Certificate. An Application Software Supplier is not considered a Relying Party when software distributed by such supplier merely displays information relating to a Certificate

**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.

**Repository:** An online database containing publicly-disclosed PKI governance documents (such as Certificate Policies and Certification Practice Statements) and Certificate status information, either in the form of a CRL or an OCSP response. (<https://www.trustfactory.net/repository>)

**Subscriber:** A natural person or Legal Entity to whom a Certificate is issued and who is legally bound by a Subscriber Agreement or Terms of Use.

**Valid Certificate:** A Certificate that passes the validation procedure specified in RFC 5280.

### 2 Scope of this Agreement

This relying party Agreement ("this Agreement") controls the use of information provided by TrustFactory as regards:

- a. Information provided as a result of a search for a Certificate;
- b. The verification of the status of digital signatures created with a private key corresponding to a public key contained in a certificate ("the certificate validation");
- c. Information published on the website of TrustFactory; and
- d. Any services advertised or provided through the website of TrustFactory.
- e. Certificates provided by a TrustFactory Certification Authority (CA) within the following hierarchy:



- [A] TrustFactory SSL Root Certification Authority
  - └ [A.1] TrustFactory SSL Issuing Certification Authority
    - └ DomainPass subscribers
    - └ OrganizationPass Subscribers
- [B] TrustFactory Client Root Certification Authority
  - └ [B.1] TrustFactory Client Issuing Certification Authority
    - └ PersonalPass Subscribers
    - └ PersonalPass Premium Subscribers
    - └ EmailPass Subscribers

### 3 Exceptions

This Agreement does not apply to information provided in or used from demo, free, and test certificates.

### 4 Obligations

The Relying Party is obligated to

- a. assess whether the use of a certificate for any given purpose is appropriate under the circumstances, taking account of any limitations on the usage of the certificate indicated to the Relying Party either in the Certificate or the applicable TrustFactory Issuing CA's CPS;
- b. utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations he/she/it wishes to perform, as a condition of relying on a certificate in connection with each such operation;
- c. check the status of a certificate upon which he/she/it intends to rely, as well as the validity of all the certificates in its chain, using current revocation status information (through the CRL or OCSP) before relying on a certificate; and
- d. review the TrustFactory CP and applicable TrustFactory Issuing CA CPS to obtain additional information on certification practices, warranties and obligations, and liability limitations; and
- e. take any other precautions prescribed in the TrustFactory CA's Certificate or CPS as well as any other policies or terms and conditions made available in the application context a Certificate might be used.

### 5 Parties - Binding Effect

This Agreement becomes effective between TrustFactory and the Party ("the Relying Party") when the latter submits a certificate validation query or otherwise uses or relies upon any information provided by TrustFactory through its CRL, its OCSP Responder or its website.

### 6 Quality of information – TrustFactory Undertakings

TrustFactory shall use best efforts to assure the Relying Party that:

- a. information contained in its Certificates is accurate and correct.
- b. the Certificate was issued in substantial compliance with the relevant TrustFactory Issuing CA CPS.
- c. information contained in its records and directories is adequate, i.e. by updating them timely.

### 7 Quality of information - Acknowledgement

The Relying Party acknowledges that he/she/it has adequate information to decide whether to rely upon the information provided in a TrustFactory certificate.

### 8 Decision on reliance – Indirect damages

The Relying Party is solely responsible for deciding whether or not to rely on the information provided by TrustFactory in a certificate. The Relying Party is solely responsible for all indirect damages suffered as a result of the certificate validation or the use and reliance upon information provided by TrustFactory through its website.



## 9 Warranty and Insurance

In an effort to provide reliable services TrustFactory offers a Warranty Policy that is covered by an insurance scheme that covers possible loss due to errors in certificates. Details of this Warranty Policy can be found on the TrustFactory repository <https://www.trustfactory.net/repository>.

In no event will the aggregate liability of TrustFactory to all parties (including the Relying Party) exceed the applicable liability cap for such certificates that is set forth in the Warranty Policy. For this Agreement the contractual provisions of the Insurer will also apply.

Relying Parties accept that outside the context of the Warranty Policy, the Limitations of Liability as defined in the TrustFactory CP shall apply.

Claims of liability for misuse of the certificate on excluded applications will be disallowed and the Relying Party will be notified by email of the disallowance of such claims.

## 10 Certification Practice Statement

Should any of the provisions of this Agreement contradict with the provisions of the applicable Certification Practice Statement (CPS) of the applicable TrustFactory Issuing CA, the CPS shall prevail. TrustFactory cannot accept any liability other than that recognized in the TrustFactory CP, which governs the use of the services of TrustFactory.

## 11 Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of these conditions and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THESE CONDITIONS WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

## 12 Assignment.

You may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without TrustFactory's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

Where TrustFactory has provided written consent to assign rights and obligations (including as a result of merger or a transfer of a controlling interest in voting securities), such assignment should be undertaken consistent with the TrustFactory CP articles on termination or cessation of operations, and provided that such assignment does not effect a novation of any other debts or obligations the assigning party owes to other parties at the time of such assignment.

This Agreement shall be binding upon the successors, executors, heirs, representatives, administrators, and assigns, whether express, implied, or apparent, of the parties.

## 13 Dispute settlements

In the event of a dispute arising from this Agreement the Parties agree to attempt to settle their dispute amicably or follow the dispute resolution process described in the TrustFactory Certificate Policy.

## 14 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa and the rules and regulations framed thereunder, without reference to conflict of laws principles.



**15 Document Control and References**

Version: 1.0

Date: 8 August 2018

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

Contact E-mail: [info@trustfactory.net](mailto:info@trustfactory.net)

Digitally signed by: *TrustFactory (Pty) Ltd*