



dataedge CA Relying Party Agreement

You must read this relying party agreement before validating a dataedge CA Digital Signature Certificate for using or using dataedge CA's database for certificate revocations and other information ("repository") or any certificate revocation list issued by dataedge CA. If you do not agree to the terms of this relying party agreement, you are not authorized to use dataedge CA's repository or any CRL.

This Relying Party Agreement becomes effective when you submit a query to search for a Digital Certificate, or to verify a Digital Signature created with a private key corresponding to a public key contained in a Digital Certificate, or when you otherwise use or rely upon any information or services provided by dataedge CA's Repository, dataedge CA's website, or any CRL.

- 1. 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 Digital Certificate. For more information, see the resources contained in dataedge CA's website at www.dataedgeid.com. You are responsible for deciding whether or not to rely on the information in a digital certificate. You acknowledge and agree that your use of dataedge CA's Repository and Directory Services, your use of any CRL of dataedge CA, and your reliance on any Digital Certificate shall be governed by dataedge CA's Certification Practice Statement (dataedge CA CPS) as amended from time to time, which is included by reference into this Agreement. The dataedge CA CPS is published on the internet in the Repository at <u>http://dataedgeid.com/cps/</u> and is available via E-mail by sending a request to support@dataedgeid.com. Amendments to the dataedge CA CPS are also posted in dataedge CA's Repository at http://dataedgeid.com/cps/. The steps necessary to validate a Digital Certificate and verify a Digital Signature are contained in the dataedge CA CPS. The dataedge CA CPS permits you to use a CRL issued by dataedge CA solely in connection with the reliance upon a Digital Certificate.
- 2. Except as permitted in this Agreement, you shall not download, access, copy, or use any CRL issued by dataedge CA. In any event, you shall not sell, rent, lease, transfer, assign, or sublicense any CRL issued by dataedge CA, in whole or in part, to anyone; shall not use or permit the use of the CRL by or on behalf of any other person or entity; and shall not modify or create a derivative work of any CRL issued by dataedge CA. Without limiting the generality of the foregoing;
 - a. You shall not create a compilation or aggregation of information based on any information from CRL issued by dataedge CA, and you shall not use any software that creates any such compilation or aggregation; and
 - b. You shall not use any information in any CRL issued by dataedge CA, directly or indirectly, to provide or offer to provide Certificate status checking products and/or services to anyone outside your organization.





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- 3. For purpose of this agreement, "Subscriber" shall mean a person who is the subject of and has been issued a dataedge CA Digital Certificate.
- 4. The limited warranties, the disclaimers of warranty, and limitations of liability are according to the dataedge CA CPS. The dataedge CA CPS sets forth a limited warranty. Except as expressly provided in CPS, dataedge CA disclaim all warranties and obligations of every type, including any warranty of merchantability, any warranty of fitness for a particulars 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.
- 5. In no event shall dataedge CA be a liable for any indirect, special, incidental, or consequential damage, or for any loss of profits, loss of data, or other indirect, consequential, or punitive damages arising form or in connection with the use, delivery, license, performance, nonperformance, or unavailability of digital certificates, digital signatures, or any other transactions or services offered or contemplated herein, even if dataedge CA, has been advised of the possibility of such damages.
- 6. The combined aggregate liability of dataedge CA to any and all persons concerning a specific digital certificate shall be limited to an amount not to exceed the following for the aggregate of all digital signatures and transactions related to such certificates.
- 7. You demonstrate your knowledge and acceptance of the terms of this Relying Party Agreement by submitting a query to search for, or to verify the revocation status of a digital certificate, by downloading a CRL issued by dataedge CA or verifying the revocation status of a digital certificate using such CRL issued by dataedge CA, or by otherwise using or relying upon any information or services provided by dataedge CA Repository or website. If you do not agree, don't submit a query and don't download, access, or use any CRL issued by dataedge CA.

DECLARATION BY THE RELYING PARTY

I, hereby declare that I have read and understood the dataedge CA CPS & Relying Party Agreement and the terms and conditions of this Agreement. I shall abide with dataedge CA CPS and the terms and conditions of this Relying Party Agreement.

Name of the Relying Party: Date: Place:

Relying Party's Signature

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