



TITLE: TCS RELYING PARTY AGREEMENT
VERSION: 1.0
DATE: 25 JUNE 2009

TCS Relying Party Agreement

This Relying Party Agreement contains the terms and conditions that must be read and accepted by a Relying Party prior to validating, relying on or using certificates obtained via the TERENA Certificate Service (TCS).

Definitions

All terms and acronyms in this document have the same meaning as in the TCS CPS, which is available online at: <http://www.terena.org/tcs/repository/>

1. Agreement

1.1 By using any services related to the use of a certificate issued by TCS (including TCS validation services such as its OCSP or CRLs) you, the Relying Party, accept without modification the terms and conditions in this document.

1.2 Before using a certificate:

- (i) where the Certificate is issued by a third party, you will verify the Certificate chain to ensure that the third party is a subordinate Certification Authority and that the Certificate was issued in accordance with the policies set out in the TERENA TCS CPS;
- (ii) you will check the CRL/OCSP to ensure that the Certificate is valid and operational
- (iii) you will take any other steps which would be reasonable to take in the given circumstances.

You acknowledge that certificates obtained via TERENA TCS cannot be used to secure credit card transactions or online payments.

1.3 You agree to comply with the policies and procedures set out in the TERENA TCS CPS.

1.4 TERENA TCS shall:

- (i) ensure that the CRL is updated by logging all Certificates revoked in the past 24 hours;
- (ii) validate the information provided by the Subscriber using the methods set forth in the TERENA TCS CPS prior to issuing the corresponding Certificate.

1.5 You acknowledge that:

- (i) the CRL/OCSP does not contain a real-time record of all Certificate revocations;
- (ii) the security or integrity of a Private Key which corresponds to a Public Key contained in a Certificate may be compromised due to an act or

omission of a third party which has not been authorized by TERENA TCS, and you agree that TERENA TCS shall not be liable for any losses suffered as a result of such compromise;

- (iii) TERENA TCS relies upon authorization records, third party databases and domain name services to validate information contained in Certificates, and you agree that TERENA and/or COMODO CA shall not be liable for loss suffered as a result of inaccuracies or deficiencies contained in those records or databases or inaccurate information supplied by providers of domain name services or any other third party.

2. Indemnity

You agree to indemnify, defend and hold harmless TERENA and its agents from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from:

- (i) your failure to perform the obligations of a Relying Party in accordance with this Relying Party Agreement,
- (ii) your reliance on a Certificate that is not reasonable under the circumstances, or
- (iii) your failure to check the status of a Certificate to determine if the Certificate is expired or revoked.

3. Limitation of Liability

- 3.1 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.
- 3.2 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TERENA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. TERENA EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM AMOUNT ALLOWED UNDER ANY APPLICABLE LAW.
- 3.3 YOU WAIVE LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF A CERTIFICATE. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF TERENA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TERENA DOES NOT GUARANTEE THAT THE CERTIFICATES, ITS SERVICE, OR ITS REPOSITORY INFORMATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO ITS REPOSITORY OR CERTIFICATES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. TERENA'S MAXIMUM LIABILITY TO YOU SHALL BE LIMITED TO THE WARRANTY ASSOCIATED WITH THE CERTIFICATE AS SET FORTH IN THE TERENA TCS CPS.
- 3.4 The limited warranty and limited liability set forth in this section are fundamental terms, and are fair and reasonable having regard to the relationship between the parties.

4. Termination

- 4.1 TERENA TCS may terminate its obligations under this Relying Party Agreement at any time. Notice of the termination shall be made by posting the notice on the TCS website (<http://www.terena.org/tcs/>)
- 4.2 If this Agreement is terminated for any reason then you must not use or access the Repository or use, access, or rely on a Certificate or any service provided by TERENA TCS. Upon termination, the Warranty shall no longer be available and all of TERENA's obligations hereunder shall cease.