



## **Relying Party Agreement**

Universign Primary CA



Universign

Version: 1.0 / Effective Date: 18/07/2012

PUBLIC DISTRIBUTION

Every person, organisation or entity relying on a document with an electronic signature must check the validity of the certificate used for the signature. Universign makes available to Relying Parties mechanism to verify such certificate's validity, by publishing revocation status list that can be reached from Universign repository: <http://docs.universign.eu>. BEFORE ACCESSING OR USING REVOCATION STATUS LIST AND BEFORE RELYING ON ANY INFORMATION CONCERNING A CERTIFICATE ISSUED BY UNIVERSIGN, RELYING PARTIES MUST AGREE THE FOLLOWING AGREEMENT.

In this Agreement, "Universign " means Cryptolog International, a company registered in Paris under the RCS number 439129164.

## 1 Term of agreement

This Agreement becomes effective when the Relying Party:

1. downloads a Revocation Status List issued and published by Universign;
2. relies on any information concerning a certificate issued by Universign.

This Agreement holds as long as the Relying Party continue to relies on the above information.

## 2 Definitions and acronyms

"Certificate" defines an electronic file providing, at least, the name of the issuing CA or identify the issuing CA, identify the Subject of the certificate, and containing the public key of the subject, the validity period of the certificate, the serial number of the certificate and an electronic signature of the issuing CA.

"Certificate Requester" means a person requesting a Certification Authority to issue a Certificate for himself or herself, for another person or entity or organisation.

"Certification Authority" or "CA" means an entity that can issue, suspend or revoke certificates. In this agreement, CA means Primary CA Universign.

"CP/CPS " is a document regularly reviewed, defining both a certification policy and a certification practice statement that Universign applies to issue certificates. The Universign Primary CA CP/CPS is published on Universign Repository.

"Relying Party" means a person, organisation or entity relying on the validity of a certificate.

"Repository" means the following internet web site: <http://docs.universign.eu>.

"Subject" means a person, organisation or entity that is the subject of the certificate. The Subject is authorized to use the private key corresponding to the public key present in the certificate

« The Relying Parties Agreement » means the contract between the Relying Parties and the CA.

### **3 Informed Decision**

The Relying Party acknowledges and agrees that

- (i) he or she have all the needed knowledge to make informed decision on the use and reliance on the information provided by the certificate;
- (ii) the use and the reliance on the information provided by Universign is covered by this Agreement between Universign and the Relying Party. If the Relying Party fails to comply with the obligations defined in this Agreement, the Relying Party shall bear the legal consequences of this failure. Using or relying on information provided by Universign is on the sole responsibility of the Relying Party.

### **4 Certificates**

Within the UTN (Universign Trust Network), a Primary CA shall only issue certificates in conformity with Section 7 of the CP/CPS. Primary CAs deliver only two family of certificates:

- certificates for Hardware Subordinate CA;
- certificates for Software Subordinate CA.

### **5 Obligations of relying parties**

A Relying Party SHALL:

- check if the certificate is appropriate to its usage and reliance;
- check if the certificate is appropriate regarding the level of trust needed for its use;
- use appropriate software and hardware to check the signature that it relies on;
- verify the status of the certificate it relies on.

## 6 Reliance limits

By this document, Relying Party is informed, first, that the private key associated to the certificate, which he wants to rely on, can potentially be stolen or compromised. This event can potentially not be immediately detected, even if Universign takes all the reasonable measure to avoid such event. Thus, the Relying Party is informed of the potentiality of the use of a theft or compromised key to produce fake signature is possible.

Secondly, the Relying Party is informed that Universign cannot be held responsible for an inadequate use of a certificate with regards to the conditions defined in the CP/CPS.

## 7 Warranties

Universign ensures to Relying Parties that reasonably relies on Universign Primary CA that:

- all information contained in the certificate, except information explicitly described as non verified by the CP/CPS, are valid at registration time;
- the certificate is issued in accordance with Universign Primary CA CP/CPS.

## 8 Limited warranty and disclaimer of liability

Except for the express limited warranties contained in the preceding paragraph, Universign disclaims all other warranties, express, implied or statutory, including without limitation, any implied warranty of merchantability, fitness to a particular purpose, satisfaction of customer requirements or any warranty regarding performance, commercial use or trade usage, in conformity with the applicable law.

## 9 Indemnities

The Relying Party agrees to indemnify, defend and hold harmless Universign from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from:

- failure of the Relying Party to respect its obligations, defined in this Agreement,
- reliance of the Relying Party on a Certificate that is not reasonable under the circumstances,

- failure of the Relying Party to check the status of a Certificate.

Universign shall promptly notify the Relying Party of any such claim, and the Relying Party shall bear full responsibility for the defense of such claim (including any settlements).

## **10 Force majeure**

Are considered force majeure, all the events usually considered as such by French tribunals, notably events that are irresistible, overwhelming and unpredictable.

## **11 Severability**

If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

## **12 Applicable law**

IN CASE OF LITIGATION BETWEEN THE PARTIES RESULTING FROM THE INTERPRETATION, APPLICATION AND/OR EXECUTION OF THE CONTRACT, AND IN THE ABSENCE OF MUTUAL AGREEMENT BETWEEN THE AFOREMENTIONNED PARTIES, THE ONLY COMPETENT JURISDICTION IS THE PARIS TRIBUNAL OF COMMERCE.

## **13 Dispute Resolution**

To the extent permitted by law, before the Relying Party file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, the Relying Party shall notify Universign, and any other party to the dispute for the purpose of seeking a business resolution.

## **14 Non-Assignment**

Without Universign express written consent, the Relying Party shall not assign or transfer the rights granted hereunder or this Agreement.