

**IMPORTANT: READ CAREFULLY**

ALL CERTIFICATE HOLDERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE HOLDER OF A QUOVADIS CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE APPLICABLE QUOVADIS CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS").

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE CP/CPS.

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The Digital Certificate you have received has been issued by QuoVadis. By using that Certificate you are participating in the QuoVadis Public Key Infrastructure (QV-PKI) and do so in accordance with the terms of this (End User) Certificate Holder Agreement. For the purposes of:

- (a) the Electronic Transactions Act 1999 – Bermuda (the "ETA") ;
- (b) Bundesgesetz über Zertifizierungsdienste im Bereich der elektronischen Signatur (ZertES, SR 943.03) - Switzerland, (Zert ES); and
- (c) the European PKI standard ETSI TS 101.456: 2005 – Europe (ETSI),

the effectiveness of any message from QuoVadis is not conditional upon any acknowledgement of receipt from Certificate Holders. By participating within the QV-PKI after notice of any amendment to this Certificate Holder Agreement is posted, Certificate Holders irrevocably agree to be bound by the Certificate Holder Agreement, as amended.

**1. Background:** As a condition to obtaining or utilizing Certificates or otherwise participating within the QV-PKI, Certificate Holders must accept and agree to be bound by this Certificate Holder Agreement in its entirety. If Certificate Holders do not accept the terms of this Certificate Holder Agreement they are not authorised to hold or utilize Certificates or otherwise participate within the QV-PKI.

**2. QuoVadis Obligations:** QuoVadis shall, during the term of this Certificate Holder Agreement, act as the Certificate Authority within the QV-PKI and perform its obligations as specified in this Certificate Holder Agreement and the applicable QuoVadis CP/CPS.

**3. Duties and Obligations of Certificate Holders**

**3.1 General Terms and Conditions of Use of QV-PKI:** The Certificate Holder acknowledges and agrees that all digital transmissions authenticated through the use of a Certificate shall have the same legal effect, validity and enforceability as if the digital transmission had been in writing and duly signed by the parties thereto in accordance with all applicable laws, rules and regulations. The Certificate Holder shall not dispute, contest or otherwise challenge the legal effect, validity or enforceability of a digital transmission authenticated through the use of a Certificate solely because it is in digital form.

**3.2 Certificate Holder Obligations:** A Certificate Holder, represents, warrants and covenants with and to QuoVadis that it shall both as an applicant for a Certificate and as a Certificate Holder submit accurate and complete information in accordance with the requirements of the Registration Authority processing that information;

- (a) secure its Private Key and take all reasonable and necessary precautions to prevent the theft, unauthorized viewing, tampering, compromise, loss, damage, interference, disclosure, modification or unauthorized use of its Private Key (to include password, hardware token or other activation data used to control access to the Participant's Private Key);
- (b) exercise sole and complete control and use of the Private Key that corresponds to the Certificate Holder's Public Key;
- (c) immediately notify QuoVadis, in the event of any compromise, or other event stipulated above, of its Private Key, such obligation to extend to in the event that the Certificate Holder has reason to believe or suspects or ought reasonably to suspect that any such events have occurred;
- (d) at all times utilize its Certificate in accordance with all applicable laws and regulations;
- (e) use the signing keypairs for electronic signatures in accordance with the certificate profile and any other limitations known to, or which ought to be known to the Certificate Holder;
- (f) forthwith upon termination, revocation or expiry of this Certificate Holder Agreement (howsoever caused), cease use of the Certificate absolutely;
- (g) discontinue the use of the digital signature keypair in the event that QuoVadis notifies the Certificate Holder that the QV-PKI has been compromised; and

- (h) take all reasonable measures to avoid the compromise of the security or integrity of the QV-PKI.

3.3 Responsibilities for Certificate Holders utilizing Secure Signature Creation Devices (SSCD): Where a Certificate/KeyPairs reside on a SSCD, for example a smartcard or cryptographic USB token or other secure media, the Certificate Holder represents, warrants and covenants with and to QuoVadis that it shall;

- (a) not use personal data (for example name, passport number, date of birth) as the activation code or password for the SSCD;
- (b) separately store (if necessary) the activation code or password from the SSCD; and
- (c) change the activation code or password if the Certificate Holder knows or reasonably ought to know that the activation code or password has been compromised.

**4. Authorised Reliance:** A Certificate Holder is deemed an Authorised Relying Party under the terms of the applicable QuoVadis CP/CPS. An Authorised Relying Party shall not place reliance on a Certificate unless the circumstances of that intended reliance constitute Reasonable Reliance (as set out below) and that Authorised Relying Party is otherwise in compliance with the terms and conditions of this Agreement. For the purposes of this Agreement, the term "Reasonable Reliance" shall mean:

- (a) that the attributes of the Certificate relied upon are appropriate in all respects to the reliance placed upon that Certificate by the Authorised Relying Party including, without limitation to the generality of the foregoing, the level of Identification and Authentication required in connection with the issue of the Certificate relied upon;
- (b) that the Authorised Relying Party has, at the time of that reliance, used the Certificate for purposes appropriate and permitted under the applicable CP/CPS and that reliance is permitted under the laws and regulations of the jurisdiction in which the Relying Party is located;
- (c) that the Authorised Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought reasonably to have been known to the Authorised Relying Party;
- (d) that the Certificate intended to be relied upon is valid and has not been revoked, the Authorised Relying Party being obliged to check the status of that Certificate utilizing either the QuoVadis database of certificates issued and valid located at <http://www.quovadisglobal.com>, the QuoVadis Certificate Revocation List or the QuoVadis Online Certificate Status Protocol Services;
- (e) that the Authorised Relying Party has, at the time of that reliance, verified the Digital Signature, if any; and
- (f) that the Authorised Relying Party has, at the time of that reliance, verified that the Digital Signature, if any, was created during the Operational Term of the Certificate being relied upon.

Note: If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances for such reliance to be deemed reasonable.

## 5. Certificate Holder Acknowledgements

5.1 Authority: Certificate Holders acknowledge and agree that the use of a Certificate:

- (a) does not convey evidence of authority of any entity to act on behalf of any person or to undertake any particular act;
- (b) that the Certificate Holder is solely responsible for exercising due diligence and reasonable judgment before choosing to place any reliance whatsoever on a Certificate; and
- (c) that a Certificate is not a grant, assurance or confirmation from QuoVadis of any authority, rights or privilege save as expressly set out in the Certificate Policy relevant to the Certificate.

5.2 Breach: In addition to any remedy that it may have at law or in equity, in the event that the Certificate Holder is in breach of this Agreement, QuoVadis shall be entitled to immediately suspend or terminate (as a non-curable default) this Certificate Holder Agreement. In addition, QuoVadis may investigate any such incidents, cooperate with law enforcement organizations, and provide information in accordance with valid legal process or as otherwise required by applicable law and regulation.

## 6. General Provisions

6.1 Term: Subject to the Termination provision below, with respect to a Certificate Holder issued with a Certificate, this Certificate Holder Agreement shall be effective from the date of acceptance of that Certificate by that Certificate Holder and shall be co-terminus with the life of that Certificate Holder's Certificate.

6.2 Termination: This Certificate Holder Agreement shall automatically terminate with respect to a Certificate Holder issued with a Certificate in the event that Certificate is revoked.

6.3 General: With respect to all Certificate Holders issued a Certificate otherwise than on an SSCD, this Certificate Holder Agreement shall begin from the time you accept the Certificate and shall continue until terminated as provided above. Termination of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination. With respect to all Certificate Holders issued a Certificate contained on an SSCD, this Certificate Holder Agreement shall begin from the time you accept your SSCD and shall continue until terminated as provided above. Termination of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination.

6.4 Governing Law and Jurisdiction: The Relationships between the Participants are dealt with under the system of laws applicable under the terms of the contracts entered into. In general these can be summarised as follows:

- (a) dispute between Root Certification Authority and Issuing Certification Authority is dealt with under Bermuda Law;
- (b) dispute between Issuing Certification Authority and Registration Authority is dealt with under the applicable law of the Issuing Certification Authority; and
- (c) dispute between Issuing Certification Authority and Authorised Relying Party is dealt with under the applicable law of the Issuing Certification Authority.

For Qualified Certificates, in accordance with the Swiss Digital Signature law, all disputes shall be dealt with under Swiss Law.

Any controversy or claim between two or more participants in the QV-PKI (for these purposes, QuoVadis shall be deemed a "participant within the QV-PKI") arising out of or relating to this Agreement shall be referred to an arbitration tribunal in the manner set out in the QuoVadis CP/CPS.