

**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").

THE USE OF A DIGITAL CERTIFICATE SIGNIFIES ACCEPTANCE OF THAT DIGITAL CERTIFICATE. BY ACCEPTING A CERTIFICATE, THE CERTIFICATE HOLDER ACKNOWLEDGES THAT THEY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS CERTIFICATE HOLDER AGREEMENT AND THE CP/CPS LOCATED AT <http://www.quovadisglobal.com/repository>.

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

There are a number of instances where the legal and regulatory framework regarding the issuance of Qualified Certificates under the Swiss, Dutch or European Digital Signature regimes require deviation from QuoVadis standard practices. In these instances, this Document shows these differences either by indicating in the body of the text "For Qualified Certificates" or with the inclusion of a Text Box as follows:

	<p>This flag denotes a provision relating to Qualified Certificates issued in accordance with Swiss regulations</p>
	<p>This flag denotes a provision relating to Qualified Certificates issued in accordance with Dutch regulations.</p>
	<p>This flag denotes a provision relating to Qualified Certificates issued in accordance with Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community Framework for Electronic Signatures</p>

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; 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 and will promptly update such information and representations from time to time as necessary to maintain such completeness and accuracy. The Certificate Holder consents to QuoVadis retaining such registration information in accordance with the QuoVadis data retention policy and the passing of such

information to nominated third parties in the event of QuoVadis terminating its services. The Certificate Holder represents and warrants, so long as the Certificate is valid, that they will:

- (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) promptly cease using the Certificate and its associated Private Key, and promptly request that QuoVadis revoke the Certificate, in the event that: (a) any information in the Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Public Key listed in the Certificate;
- (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;
- (h) take all reasonable measures to avoid the compromise of the security or integrity of the QV-PKI; and

	<p>(i) for Qualified Certificates, private keys are generated by QuoVadis on a Secure Signature Creation Device (SSCD) in the presence of the Certificate Holder. The individual applying for the Qualified Certificate must undergo a face-to-face identity verification procedure. The Certificate Holder is responsible for directly securing the SSCD with a Personal Identification Number.</p>
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**3.3 Responsibilities for Certificate Holders utilizing Secure Signature Creation Devices (SSCD):** Where a Certificate/Key Pairs 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;
- (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; and

**4. Authorised Reliance:**

Any party receiving a signed electronic document may rely on that Digital Signature to the extent that they are authorised by contract with the Certificate Holder, or by legislation pursuant to which that Digital Certificate has been issued, or by commercial law in the jurisdiction in which that Digital Certificate was issued.

In order to become an "Authorised Relying Party" a Relying Party must exercise Reasonable Reliance as set out below. 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: The term reliance is restricted to reliance on the validity and content of the Digital Certificate not on the accuracy of the content of a digitally signed or protected electronic record. 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. Revocation:** Certificates issued by QuoVadis will be revoked on the occurrence of any of the following events:

- (a) The Certificate Holder requests revocation of its Certificate;
- (b) The Certificate Holder indicates that the original Certificate Request was not authorized and does not retroactively grant authorization;
- (c) QuoVadis obtains reasonable evidence that the Certificate Holder's Private Key (corresponding to the Public Key in the Certificate) has been compromised, or that the Certificate has otherwise been misused;
- (d) QuoVadis receives notice or otherwise become aware that a Certificate Holder violates any of its material obligations under the Certificate Holder Agreement;
- (e) The Certificate Holder fails or refuses to comply, or to promptly correct inaccurate, false or misleading information after being made aware of such inaccuracy, misrepresentation or falsity;
- (f) QuoVadis determines, in its sole discretion, that the Private Key corresponding to the Certificate was used to sign, publish or distribute spyware, Trojans, viruses, rootkits, browser hijackers, phishing, or other content, or that is harmful, malicious, hostile or downloaded onto a user's system without their consent;
- (g) QuoVadis receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;
- (h) A determination, in QuoVadis' sole discretion, that the Certificate was not issued in accordance with the terms and conditions of the CP/CPS;
- (i) If QuoVadis determines that any of the information appearing in the Certificate is not accurate;
- (j) QuoVadis ceases operations for any reason and has not arranged for another CA to provide revocation support for the Certificate;
- (k) QuoVadis' right to issue Certificates by law, regulation, or policy expires or is revoked or terminated;
- (l) QuoVadis' Private Key for that Certificate has been compromised;
- (m) Such additional revocation events as QuoVadis publishes in its CP/CPS or deems appropriate based on the circumstances of the event; or
- (n) QuoVadis receives notice or otherwise becomes aware that a Certificate Holder has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of QuoVadis' jurisdiction of operation.

## **7. Term & Termination**

7.1 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.

7.2 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.

7.3 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.



8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE CP/CPS, QUOVADIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, RELATING TO ANY QUOVADIS CERTIFICATE OR ANY RELATED SERVICES PROVIDED BY QUOVADIS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **User ID, Passwords:** If the Certificate Holder receives a user ID and/or password for purposes of accessing QuoVadis' web site, the Certificate Holder shall treat that user id and/or password as confidential information and shall only provide it to its employees who need to know.

10. **Severability:** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, that provision will be ineffective, but only to the extent that it is illegal, unenforceable or void, and will be amended to the extent necessary to make it legal and enforceable while preserving its intent. In addition, if the remainder of this Agreement will not be affected by that declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the maximum extent permitted by law. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT 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.

11. **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.
	For Qualified Certificates issued in accordance with Dutch Digital Signature law, such arbitration shall, unless agreed otherwise between the parties take place in The Netherlands.

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.

12. **Entire Agreement, Amendment:** This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or understandings between the parties regarding its subject matter. If there is any conflict between the provisions of this Agreement and the CP/CPS, the provisions of this Agreement will prevail. This Agreement may be amended or modified only by a written instrument executed by both parties.

13. **Force Majeure:** QuoVadis is excused from performance under this Agreement and has no liability to the Certificate Holder or any third-party for any period when QuoVadis is prevented from performing all or part of its obligations, due to an act of God, war, civil disturbance, court order, labor dispute, or other similar event beyond QuoVadis' reasonable control.

14. **Notices:** All notices provided by the Certificate Holder are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

QuoVadis Limited, Suite 1640, 48 Par La Ville Road, Hamilton HM11, Bermuda  
Website: [www.quovadisglobal.com](http://www.quovadisglobal.com); Electronic Mail: [compliance@quovadisglobal.com](mailto:compliance@quovadisglobal.com)

YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON THE CERTIFICATE HOLDER'S BEHALF AND TO BIND THE CERTIFICATE HOLDER TO THE TERMS OF THIS AGREEMENT; (B) CERTIFICATE HOLDER IS THE ENTITY THAT IT CLAIMS TO BE IN THE QUOVADIS CERTIFICATE APPLICATION; (C) THE CERTIFICATE HOLDER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF THE CERTIFICATE HOLDER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE CERTIFICATE HOLDER IS A PARTY.