

InCommon Certificate Service 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 InCommon Certificate Service (ICS).

Definitions

All terms and acronyms in this document have the same meaning as in the ICS CPS, which is available online at: <https://www.incommon.org/cert/repository/>

1. Agreement

1.1 By using any services related to the use of a certificate issued by ICS (including ICS 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 and the Certificate chain leads to an ICS Certificate Authority (CA), you will verify the Certificate chain to ensure that the third party is a valid subordinate Certification Authority and that the Certificate was issued in accordance with the policies set out in the appropriate InCommon ICS CPS;
- (ii) you will check the CRL/OSCP 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.

InCommon does not warrant or recommend use of certificates obtained via InCommon ICS for use to secure credit card transactions, online payments, or any other financial transactions. If you plan to do so, you acknowledge that you do so entirely at your own risk.

1.3 You agree to comply with the policies and procedures set out in the appropriate ICS CPS.

1.4 The ICS 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 appropriate ICS 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 that has not been authorized by the ICS, and you agree that InCommon shall not be liable for any losses suffered as a result of such compromise;
- (iii) The ICS relies upon authorization records, third party databases and domain name services to validate information contained in Certificates, and you agree that InCommon 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. Limitation of Liability

- 2.1 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.
- 2.2 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, InCommon EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. InCommon EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM AMOUNT ALLOWED UNDER ANY APPLICABLE LAW.
- 2.3 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 InCommon IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. InCommon 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. InCommon's MAXIMUM LIABILITY TO YOU SHALL BE LIMITED TO THE WARRANTY ASSOCIATED WITH THE CERTIFICATE AS SET FORTH IN THE ICS CPS.
- 2.4 The limited warranty and limited liability set forth in this section are fundamental terms, and are fair and reasonable with regard to the relationship between the parties.

3. Termination

- 3.1 InCommon 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 ICS website (<http://www.incommon.org/cert/>)
- 3.2 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 the ICS. Upon termination, the Warranty shall no longer be available and all of InCommon's obligations hereunder shall cease.