



Idently Relying Party Agreement

Version 1.0

YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING A QUERY WITH REGARD TO THE STATUS OF A DIGITAL CERTIFICATE ISSUED BY IDENTLY (“CERTIFICATE VALIDATION”) OR BEFORE USING OR OTHERWISE RELYING ON INFORMATION OR SERVICES PROVIDED THROUGH IDENTLY’S WEBSITE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE OR RELY UPON ANY CRL, INFORMATION, AND SERVICES THAT IDENTLY PROVIDES THROUGH ITS WEBSITE. IDENTLY MAY CONSEQUENTLY NOT BE HELD LIABLE FOR ANY KIND OF DAMAGES INCURRED FROM ANY SUCH USE OR RELIANCE. FOR ANY INFORMATION RELATED TO THIS AGREEMENT, E-MAIL US AT

legal@Idently.com

1 Scope of this Agreement

This relying party Agreement (“this Agreement”) controls the use of information provided by Idently as regards:

- Information provided as a result of a search for a digital certificate;
- The verification of the status of digital signatures created with a private key corresponding to a public key contained in a certificate (“the certificate validation”);
- Information published on the website of Idently;
- Any services advertised or provided through the website of Idently.

2 Exceptions

This Agreement does not apply to information provided in or used from demo, free, and test certificates.

3 Parties - Binding Effect

This Agreement becomes effective between Idently and the Party (“the Relying Party”) when the latter submits a certificate validation query or otherwise uses or relies upon any information provided by Idently through its website.

4 Quality of information – Idently Undertakings

Idently recognizing its trusted position shall use best efforts to ensure the Relying Party that information contained in its certificates is accurate and correct.

Idently shall take all reasonable steps to ensure the Relying Party that information contained in its records and directories is adequate, i.e. by updating them timely.

5 Quality of information - Acknowledgement

The Relying Party acknowledges that she has adequate information to decide whether to rely upon the information provided in a Idently certificate.



6 Decision on reliance – Indirect damages

The Relying Party is solely responsible for deciding whether or not to rely on the information provided by Idently. The Relying Party is solely responsible for all indirect damages suffered as a result of the certificate validation or the use and reliance upon information provided by Idently through its website.

7 Insurance

In an effort to provide reliable services Idently offers a relevant insurance scheme that covers possible loss due to errors in certificates. Insurance is therefore provided through a recognized insurance company. Details of this insurance scheme can be found on the Idently Corporate Policies page <https://www.idently.com/corporate-policies> under the warranty policy.

In no event will the aggregate liability of Idently to all parties (including the Relying Party) exceed the applicable liability cap for such certificates that is set forth in this section. For this Agreement the contractual provisions of the Insurer will also apply.

8 CPS

Should any of the provisions of this Agreement contradict with the provisions of the CPS of Idently, the CPS shall prevail. As regards liability issues Idently cannot accept any liability other than that recognized in the Idently CPS (Certification Practice Statement) <https://www.idently.com/repository> that governs the use of the services of Idently.

9 Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of these conditions and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THESE CONDITIONS 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.

10 Dispute settlements

In the event of a dispute arising from this Agreement the Parties agree to attempt to settle their dispute amicably or use an out-of-court (online) dispute settlement scheme prior to taking any court action.

11 Governing Law

The Laws of Belgium shall govern this Agreement.

Document Control and References

Idently Systems Limited

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E-mail: legal@Idently.com