

# **Trustis DTP Issuing Authority**

## **Relying Party Agreement (v1.01.1)**

### **1. Important Notice**

This communication does not substitute or replace the Certificate Policy under which digital certificates issued by the Trustis DTP Issuing Authority are issued. You must agree to the terms of the Certificate Policy before you rely on a certificate or otherwise access or use Trustis DTP certificate revocation information.

You will be deemed to have accepted the terms of this Agreement by either relying upon a Certificate or the information embedded in a Certificate or by accessing or using certificate revocation information even if you have not read this Agreement. You demonstrate your knowledge and acceptance of this Agreement by submitting a query to search for or to verify the revocation status of a Certificate or by otherwise relying on or using any information or services provided by Trustis DTP Digital Certification Services or certificate revocation information. If you do not accept the Agreement, do not submit a query or rely on the certificate. In this case, you are advised to postpone any transaction which places reliance on a Trustis DTP Digital Certificate until you have satisfied yourself by other means of the trustworthiness of the certificate and of the measures to be taken to support your reliance on the certificate.

### **2. Introduction**

This Agreement does the following:

- Describes the actions that Trustis DTP will take to enable you to make an informed decision as to whether you wish to rely on a Certificate (including the information embedded in a Certificate)
- Contains guidelines and procedures that you must follow before validating, relying on, or otherwise using a Certificate or information embedded in a Certificate.

This Agreement applies when you:

- Submit a query in search of a Certificate
- Verify a digital signature created with a Private Key corresponding to a Public Key contained in a Certificate
- Rely on a Certificate or on the information contained within a Certificate in support of a transaction.
- Otherwise rely on or use any information or services provided by Trustis DTP Digital Certification Services.

### **3. Governing Certificate Policy**

Trustis DTP publishes a Certificate Policy which governs the issuance, usage and management of Certificates. Trustis DTP complies with that Certificate Policy and in particular, represents that the information contained in a Certificate has been validated in accordance with the provisions of that policy. The Certificate Policy is published as part of the Trustis DTP service and important provisions are summarised in the PKI Disclosure Statement. If there are any changes to the Certificate Policy, Trustis DTP will comply with its provisions regarding change control and on notification. To the extent permitted by the English Law, Trustis DTP makes no representations and holds out no warranties in respect of Certificates or certificate status information other than those expressly set out in the Certificate Policy.

#### **4. Your Obligations**

You acknowledge that your use of certificate status information and your reliance on or use of any Certificate or the information embedded in it will be governed by the Certificate Policy (as amended from time to time).

The Certificate Policy defines specific obligations that you must meet before relying on a Certificate or any information embedded in the Certificate, (in section 2.1.2.2 which is also summarised in section 5 of the PKI Disclosure Statement). If you rely on or use a Certificate (including the information embedded in the Certificate) without first meeting these obligations, your reliance on or use of that Certificate or the information will be inconsistent with this Agreement and will be considered unreasonable and in derogation of your duty of care under the Common Law of England and Wales.

Policy provisions defining terms of use of and reliance on certificates, together with certificate status information are provided by the Issuing Authority. Relying Parties must therefore accept that sufficient access to information is provided to ensure that you can make an informed decision as to the extent to which you will choose to rely on or use a Certificate or the information embedded in it. You further accept that you are responsible for deciding whether to rely on a Certificate or information embedded in it.

#### **5. Important Subscriber Obligations of which you should be aware**

Subscribers of certificates issued by Trustis DTP are obliged to inform the Issuing Authority or its nominated representative, should any passwords, pass-phrases, PINs, private keys or other personal secrets used in obtaining authenticated access to PKI facilities be compromised or be suspected of being compromised. On receipt of such a notice, Trustis DTP Issuing Authority or ChamberSign Limited (in its capacity as an Approved Registration Authority), will revoke the compromised Certificate and publish notice of such revocation for the benefit of Relying Parties. However, you acknowledge the possibility of theft or other form of compromise of a Private Key corresponding to a Public Key contained in a Certificate which may not be detected by the subscriber, and of the possibility of use of a stolen or compromised key to authenticate a person or to forge a digital signature to a document.

#### **6. Liability**

Trustis DTP's liability to you is limited to that specified in our Certificate Policy and is summarised in the PKI Disclosure Statement.

#### **7. General**

Each point of this Agreement is separate and the invalidity or unenforceability of any point for any reason will not affect the validity or enforceability of any other point. This Agreement is published by Trustis DTP. Any claims, complaints, disputes or proceedings in connection with the provision of Certificates, the Repository or any other digital certification service by Trustis DTP or with this Agreement must be pursued according to the provisions of the Certificate Policy.