

## MSC TRUSTGATE.COM RELYING PARTY AGREEMENT

PLEASE READ THIS RELYING PARTY AGREEMENT (“AGREEMENT”) DIGITAL CERTIFICATE (“CERTIFICATE”), USING MSC TRUSTGATE.COM'S ONLINE CERTIFICATE STATUS PROTOCOL (“OCSP”) SERVICES, OR OTHERWISE ACCESSING OR USING MSC TRUSTGATE.COM'S DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION (“REPOSITORY”) OR ANY CERTIFICATE REVOCATION LIST ISSUED BY MSC TRUSTGATE.COM (“MSC TRUSTGATE.COM CRL”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT A QUERY AND DO NOT DOWNLOAD, ACCESS, OR USE ANY MSC TRUSTGATE.COM CRL BECAUSE YOU ARE NOT AUTHORIZED TO USE MSC TRUSTGATE.COM'S REPOSITORY OR ANY MSC TRUSTGATE.COM CRL.

**1. Background.** This Agreement becomes effective when you submit a query to search for a Certificate, or to verify a digital signature created with a private key corresponding to a public key contained in a Certificate, by downloading a MSC Trustgate.com CRL, or when you otherwise use or rely upon any information or services provided by MSC Trustgate.com's Repository, MSC Trustgate.com's website, or any MSC Trustgate.com CRL, or when you use MSC Trustgate.com's OCSP services. Relying Party Agreements in force within MSC Trustgate.com's appear at: <https://www.msctrustgate.com/repository>

**2. Definitions.** The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified:

“**Certificate**” shall mean a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by MSC Trustgate.com or a MSC Trustgate.com-authorized entity.

“**Certificate Applicant**” shall mean an individual or organization that requests the issuance of a Certificate by a Certification Authority.

**“Certificate Chain”** shall mean an ordered list of Certificates containing an end-user Subscriber Certificate and CA Certificates, which terminates in a root Certificate.

**“Certification Authority”** or **“CA”** shall mean an entity authorized to issue, manage, revoke, and renew Certificates.

**“Nonverified Subscriber Information”** means any information submitted by a Certificate Applicant to a CA or RA, and included within a Certificate, that has not been confirmed by the CA or RA and for which the applicable CA and RA provide no assurances other than that the information was submitted by the Certificate Applicant.

**“Registration Authority”** or **“RA”** shall mean an entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

**“Relying Party”** shall mean an individual or organization that acts in reliance on a Certificate or a digital signature.

**“Repository”** shall mean a portion of the MSC Trustgate.com website where Relying Parties, Subscribers, and the general public can obtain copies of MSC Trustgate.com literature, including but not limited to, the MSC Trustgate.com CPS, agreements, whitepapers, and CRLs.

**“Subscriber”** shall mean a person who is the subject of and has been issued a Certificate.

**“Subscriber Agreement”** shall mean an agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization acts as a Subscriber.

**“MSC Trustgate.com CPS”** shall mean the MSC Trustgate.com Certification Practice Statement, as amended from time to time, which may be accessed from <https://www.msctrustgate.com/tgcps>.

**3. Sufficient Information.** You acknowledge and agree that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will choose to rely on the information in a Certificate. You acknowledge and agree that your use of the Repository, your use of any MSC Trustgate.com CRL, and your use of MSC Trustgate.com’s

OCSP services are governed by this Agreement and the MSC Trustgate.com CPS. You are solely responsible for deciding whether or not to rely on the information in a Certificate. You also acknowledge and agree that you shall bear the legal consequences of your failure to comply with the Relying Party obligations set forth in this Agreement.

(i) The lowest level of assurances is the **Low-Assurance Level**. The Certificates are issued to individual Subscribers only, and authentication procedures are based on assurances that the Subscriber's distinguished name is unique and unambiguous within the domain of a particular CA and that a certain e-mail address is associated with a public key. The certificates are appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary.

(ii) **Medium Assurance Level**. The certificates offer a medium level of assurances in comparison with the other two assurances. Again, they are issued to individual Subscribers only. In addition to the low assurance level authentication procedures, the medium assurance level of authentication includes procedures based on a comparison of information submitted by the certificate applicant against information in business records or databases or the database of a MSC Trustgate.com-approved identity proofing service. They can be used for digital signatures, encryption, and access control, including as proof of identity in medium-value transactions.

(iii) **High Assurance Level**. The certificates provide the highest level of assurances. The certificates are issued to individuals and organizations for use with both client and server software. The certificates may be used for digital signatures, encryption, and access control, including as proof of identity, in high-value transactions. The high assurance level individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person that confirms the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued identification and one other identification credential. Whereas the High Assurance Level organizational Certificates are issued to devices to provide authentication; message, software, and content integrity and signing; and confidentiality encryption. The High Assurance level organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact

exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so. The High Assurance Level Organizational Certificates for servers also provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application if a domain name is listed in such Certificate Application.

**5. Your Obligations.** As a Relying Party, you are obligated to:

- (i) independently assess the appropriateness of the use of a Certificate for any given purpose and determine that the Certificate will, in fact, be used for an appropriate purpose;
- (ii) utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a Certificate in connection with each such operation. Such operations include identifying a Certificate Chain and verifying the digital signatures on all Certificates in the Certificate Chain. You agree that you will not rely on a Certificate unless these verification procedures are successful;
- (iii) check the status of a Certificate on which you wish to rely, as well as all the Certificates in its Certificate Chain. If any of the Certificates in the Certificate Chain have been revoked, you agree that that you will not rely on the end-user Subscriber Certificate or other revoked Certificate in the Certificate Chain;
- (iv) rely on the Certificate, if all of the checks described in the previous paragraphs are successful, provided that reliance upon the Certificate is reasonable under the circumstances and in light of Section 3 of this Agreement. If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances for such reliance to be deemed reasonable; and
- (v) if you are also a Subscriber, you agree to be bound by the relevant Subscriber Agreement.

**6. Limitations on Use.** Certificates issued are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication

systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. Low Level Assurance Certificates shall not be used as proof of identity or as support of nonrepudiation of identity or authority. MSC Trustgate.com, and its CAs and RAs are not responsible for assessing the appropriateness of the use of a Certificate. You agree as a Relying Party that Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement.

**7. Compromise of Security.** You agree that you shall not monitor, interfere with, or reverse engineer the technical implementation, except upon prior written approval from MSC Trustgate.com, and shall not otherwise intentionally compromise the security.

**8. Effect of a Certificate.** You acknowledge and agree, to the extent permitted by applicable law, that where a transaction is required to be in writing, a message or other record bearing a digital signature verifiable with reference to a Certificate is valid, effective, and enforceable to an extent no less than had the same message or record been written and signed on paper. Subject to applicable law, a digital signature or transaction entered into with reference to a Certificate shall be effective regardless of the geographic location where the Certificate is issued or the digital signature created or used, and regardless of the geographic location of the place of business of the CA or Subscriber.

**9. MSC Trustgate.com Warranties.** MSC Trustgate.com warrants to Relying Parties who reasonably rely on a Certificate (i) that all information in or incorporated by reference in the Certificate, except for Nonverified Subscriber Information, is accurate; (ii) that Certificates appearing in the Repository have been issued to the individual or organization named in the Certificate as the Subscriber, and the Subscriber has accepted the Certificate by downloading it from a website or via an email message sent to the Subscriber containing the Certificate; and (iii) the entities that approved the Certificate Application and issued the Certificate have substantially complied with the MSC Trustgate.com CPS when issuing the Certificate.

**10. Disclaimers.** You agree that your use of MSC Trustgate.com's service(s) is solely at your own risk. You agree that all such services are provided on an "as is" and as available basis, except as otherwise noted in this Agreement. MSC Trustgate.com expressly disclaims all warranties of

any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Other than the warranties as set forth in Section 9, MSC Trustgate.com does not make any warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure or error free; nor does MSC Trustgate.com make any warranty as to the results that may be obtained from the use of the service or to the accuracy or reliability of any information obtained through the service. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of MSC Trustgate.com's services is done at your own discretion and risk. No advice or information, whether oral or written, obtained by you from MSC Trustgate.com or through MSC Trustgate.com's services shall create any warranty not expressly made herein. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. MSC Trustgate.com is not responsible for and shall have no liability with respect to any products and/or services purchased by you from a third party.

**11. Indemnification.** You agree to release, indemnify, defend and hold harmless MSC Trustgate.com and any non-MSC Trustgate.com CAs or RAs, and any of their respective contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) your failure to perform the obligations of a Relying Party, (ii) your reliance on a Certificate that is not reasonable under the circumstances, or (iii) your failure to check the status of a Certificate to determine if the Certificate is expired or revoked. When MSC Trustgate.com is threatened with suit or sued by a third party, MSC Trustgate.com may seek written assurances from you concerning your promise to indemnify MSC Trustgate.com, your failure to provide those assurances may be considered by MSC Trustgate.com to be a material breach of this Agreement. MSC Trustgate.com shall have the right to participate in any defense by you of a third-party claim related to your use of any MSC Trustgate.com services, with counsel of our choice at your own expense. You shall have sole responsibility to defend MSC Trustgate.com against any claim, but you must receive MSC

Trustgate.com’s prior written consent regarding any related settlement. The terms of this Section 11 will survive any termination or cancellation of this Agreement.

**12. Limitations of Liability.** This Section 12 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to services provided under this Section 12, and to the extent permitted by applicable law, MSC Trustgate.com’s total liability for damages sustained by you and any third party for any use or reliance on a specific certificate shall be limited, in the aggregate, to the amounts set forth below.

<b>Assurance Level</b>	<b>Liability Caps</b>
Low Assurance	Ringgit Malaysia Five Hundred (RM500.00)
Medium Assurance	Ringgit Malaysia Twenty-Five Thousand (RM25,000.00)
High Assurance	Ringgit Malaysia Four Hundred Thousand (RM400,000.00)

The liability limitations provided in this Section 12 shall be the same regardless of the number of digital signatures, transactions, or claims related to such Certificate. MSC Trustgate.com shall not be obligated to pay more than the total liability limitation for each Certificate that is relied upon.

**13. Protection of Private Key.** 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 to a document.



**14. Governing Law.** The parties agree that any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of Malaysia i.e., Digital Signature Act 1997, Digital Regulations 1998, excluding its conflict of laws rules.

**15. Severability.** If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

**16. Force Majeure.** Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, epidemic, pandemic, any government restrictions, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the party relying upon this Section 17 shall (i) have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 17 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Agreement.

**17. Survival.** This Agreement shall be applicable for as long as you rely on a Certificate, use the OCSP service, access or use the MSC Trustgate.com database of CRL information and in any matter of respect concerning the subject matter of this Agreement.

**18. Non-Assignment.** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at MSC Trustgate.com's option.



**19. Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

**20. Notices.** You will make all notices, demands or requests to MSC Trustgate.com with respect to this Subscriber Agreement in writing to: MSC Trustgate.com Sdn. Bhd, Suite 2-9, Level 2, Block 4801 CBD Perdana, Jalan Perdana 63000 Cyberjaya, Malaysia.

**21. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between MSC Trustgate.com and you with respect to the transactions contemplated and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between MSC Trustgate.com and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Agreement. Terms and conditions in any purchase orders that are not included in this Agreement or that conflict with this Agreement is null and void.

**22. Time.** Time whenever mention shall be the essence of the agreement.