



SECTIGO RELYING PARTY AGREEMENT

THIS RELYING PARTY AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION THAT AFFECTS YOUR RIGHTS.

IMPORTANT—PLEASE READ THIS RELYING PARTY AGREEMENT CAREFULLY BEFORE (I) DOWNLOADING, ACCESSING, OR USING (A) A SECTIGO CERTIFICATE REVOCATION LIST, (B) SECTIGO'S OCSP RESPONDER, OR (II) RELYING ON, OR USING INFORMATION PROVIDED THROUGH SECTIGO'S REPOSITORY TO RELY ON, A SECTIGO-ISSUED CERTIFICATE. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT CONSIDERED A RELYING PARTY AND ANY RELIANCE BY YOU ON THE CERTIFICATION SERVICES SHALL BE AT YOUR OWN RISK AND NOT COVERED BY THE LIMITED WARRANTY.

This Relying Party Agreement (this "**Agreement**") is between you, as a natural person, or you on behalf of an entity that you are authorized to represent ("**you**"), and Sectigo Limited, a limited company formed under the laws of England and Wales with registered number 04058690 and registered offices at Exmouth House, 3/11 Pine Street, London, England, EC1R 0JH ("**Sectigo**"), and governs your use of the Certification Services (as defined herein) and your conduct as a Relying Party (as defined herein).

1. Definitions and Interpretations. Capitalized terms in this Agreement have the following definitions.

- 1.1. "Application Software Supplier" means the developers and publishers of Internet browser software and other relying-party application software that display Certificates and distribute Sectigo's Root CA Certificates with Sectigo's express approval.
- 1.2. "CA Certificate" means a Certificate that is not an End-Entity Certificate.
- 1.3. "Certificate" means a digitally signed document that is all of the following:
 - (i) a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509
 - (ii) includes at least the following certificate data items: the identity of the subject; the public key value; the identity of the certification authority that signs the certificate; and the certificate's serial number;
 - (iii) is Publicly-Trusted, and
 - (iv) is issued by Sectigo.
- 1.4. "Certificate Revocation List" or "CRL" means a regularly updated time-stamped list of revoked Certificates that is created and digitally signed by Sectigo.
- 1.5. "Certification Practice Statement (CPS)" means the latest version of the Sectigo document setting forth Sectigo's validation and issuance practices as made available in the Sectigo Repository.
- 1.6. "Certification Services" mean, collectively, Sectigo's OCSP Responder, CRLs, and any Certificate status information contained in the Repository.
- 1.7. "End-Entity Certificate" means a Certificate that can neither sign nor issue another Certificate.
- 1.8. "Intermediate CA Certificate" means a CA Certificate that is signed and issued by another CA Certificate.
- 1.9. "Key Pair" means the Private Key and its associated Public Key.
- 1.10. "Limited Warranty" means the limited warranties that apply to a Relying Party, as described in Appendix A of this Agreement.
- 1.11. "OCSP Responder" means an online server operated by Sectigo and connected to the Repository for

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processing Certificate status requests.

- 1.12. “Online Certificate Status Protocol” or “OCSP” means an online Certificate-checking protocol that enables Relying Parties to determine the status of an identified Certificate.
- 1.13. “Private Key” means the key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
- 1.14. “Public Key” means the key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.
- 1.15. “Publicly-Trusted Certificate”, and “Publicly-Trusted” when referring to a Certificate, mean a Certificate that is trusted by virtue of the fact that its corresponding Root CA Certificate is distributed as a trust anchor by Application Software Suppliers in widely-available application software.
- 1.16. “Relying Party” means you or the entity you represent when relying on a Certificate and meeting the conditions in section 4 of this Agreement, provided you or the entity you represent are neither (i) the Subscriber who was issued the Certificate, nor (ii) the Application Software Supplier whose software displays information relating to the Certificate.
- 1.17. “Repository” means Sectigo's online database containing documents pertaining to its Certificate issuance and validation processes and Certificate status information, as set forth at <https://sectigo.com/legal>.
- 1.18. “Root CA Certificate” means a Publicly-Trusted CA Certificate that is self-signed by Sectigo and issued by Sectigo.
- 1.19. “Subscriber” means the entity named in the Certificate with whom Sectigo has entered into a Subscriber Agreement.
- 1.20. “Subscriber Agreement” means an agreement between Sectigo and a Subscriber that applies to the Certificate and that specifies the rights and responsibilities of the parties.

2. Applicability. The terms and conditions set forth in this Agreement constitute a final binding agreement between you and Sectigo with respect to your use of the Certification Services as a Relying Party or otherwise. You acknowledge that your use of any of the Certification Services constitutes (i) your unmodified acceptance of this Agreement, and (ii) sufficient consideration provided by Sectigo for your obligations herein. This Agreement is effective immediately upon your use of or reliance on the Certificate Services and continues for as long as you use or reasonably rely on the Certificate Services.

3. Use of Certification Services.

- 3.1. License Grant. Subject to the terms herein, Sectigo hereby grants you a limited, revocable, non-exclusive, non-transferable, royalty-free license to (i) submit a query to Sectigo's CRLs and OCSP Responders, and (ii) access or use a Sectigo, or Sectigo-affiliated, database of Certificate revocations, to validate a Certificate.
- 3.2. Limitations. THE CERTIFICATE SERVICES ARE NOT TO BE USED FOR, OR RELIED UPON AS, CONTROL EQUIPMENT IN HAZARDOUS CIRCUMSTANCES OR CIRCUMSTANCES REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, WEAPONS CONTROL SYSTEMS, OR WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE ENVIRONMENTAL DAMAGE, EACH OF WHICH IS AN UNAUTHORIZED USE OF THE CERTIFICATE SERVICES AND FOR WHICH THE CERTIFICATE SERVICES WERE NEITHER DESIGNED NOR

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4. Relying Parties. Subject to the terms and conditions set forth in this Agreement, and as described in the CPS, you may rely on a Certificate as a Relying Party only for an authorized purpose and only in support of a financial transaction. You may not rely on a Certificate for any purpose other than as set forth in the relevant section of the CPS for that particular class and type of Certificate. You agree not to rely on a Certificate unless such reliance is reasonable under the circumstances and in compliance with the terms and conditions of this Agreement. You agree to comply with the policies and procedures set out in the CPS.

4.1. **Obligations.** You agree that prior to relying on a Certificate, you shall:

- (i) where the Certificate is issued by a third party, verify the Certificate chain to ensure that the third party is an authorized subordinate Certification Authority of Sectigo and that the Certificate was issued in accordance with the policies set out in the CPS;
- (ii) check the CRL/OSCP to ensure that the Certificate is valid and operational and that it has not expired or has otherwise been revoked;
- (iii) gather any information that is reasonably necessary to make an informed decision as to the reliability of the Certificate;
- (iv) determine whether your reliance on a Certificate is appropriate given the respective level of risk that relates to that particular class and type of Certificate; and
- (v) take any other steps which would be reasonable to take given the circumstances known, or given the circumstances that should have been known by a person acting reasonably under similar circumstances. If the circumstances require further assurances, then you shall be responsible for obtaining such assurances prior to relying on a Certificate.

4.2. **Exclusions.** You may not rely on a Certificate in any of the following circumstances or for any of the following reasons:

- (i) If the Certificate is a test, free, trial, or demo Certificate for which Sectigo makes available for demonstrative, educational, or other similar purposes.
- (ii) If the Certificate is being used to identify, authentication access to, verify information from, or otherwise rely upon control equipment in hazardous circumstances or circumstances requiring fail-safe performance, such as operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, weapons control systems, or where failure could lead directly to death, personal injury, or severe environmental damage, each of which is an unauthorized use of a Certificate and for which the Certificate was neither designed nor intended.
- (iii) Any transaction or purpose that is illegal in the jurisdiction in which you or the Subscriber is located.

4.3. **Acknowledgements.** You acknowledge that:

- (i) Sectigo makes Certificate validity information available through the Certification Services, but the Certification Services do not contain a real time record of all Certificate revocations;
- (ii) the Subscriber of a Certificate is solely responsible for the generation of the Private Key corresponding to the Public Key contained in a Certificate, and that such Private Key may not be cryptographically sound;
- (iii) the Certificate's Subscriber is solely responsible for the security and integrity of the Private Key that corresponds to a Public Key contained in the Certificate, and that such Private Key may be compromised due to an act or omission of a third party or of the Subscriber;
- (iv) Sectigo relies upon authorization records, government records, third party business databases, and domain name services to validate information contained in Certificates and you agree that Sectigo 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; and
- (v) Sectigo performs differing degrees of Certificate validation depending on the type of Certificate and the Certificate's prescribed uses, and you agree to take these factors into consideration when deciding whether or not to rely on a Certificate.

5. Indemnity

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- 5.1. You agree to indemnify, defend, and hold harmless Sectigo and its agents, directors, shareholders, officers, agents, employees, successors and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from:
 - (i) your failure to perform the obligations of a Relying Party in accordance with this Agreement,
 - (ii) your reliance on a Certificate or a Certification Service 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.
- 5.2. Sectigo shall notify you of a demand for indemnification. Failure to notify you, however, will not relieve you of your indemnification obligations, unless and to the extent such failure to notify materially prejudices you. Upon receipt of Sectigo's notice, you shall:
 - (i) keep Sectigo informed of the progress of such litigation or settlement;
 - (ii) not have any right to settle any claim without Sectigo's consent, which shall not be unreasonably withheld, if such settlement results in anything other than a monetary payment by you; and
 - (iii) allow Sectigo to participate in the defense of a claim with counsel of its choice at its own expense.

6. Limitation of Liability

- 6.1. The Certification Services are available on an "as is" and "as available" basis over publicly accessible networks. Sectigo excludes any warranty as to the availability of the Certification Services and reserves the right to exclude access to or close the Certification Services without notice at any time.
- 6.2. 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 PRIVATE KEY TO FORGE A DIGITAL SIGNATURE.
- 6.3. Warranty Disclaimer. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, SECTIGO AND THE INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE SECTIGO SSL WEB SERVER CERTIFICATION AUTHORITIES, INCLUDING ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING EXPRESSLY DISCLAIM ALL OTHER WARRANTIES IN THE CERTIFICATION SERVICES WHETHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, OR OTHERWISE. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE CERTIFICATION SERVICES ARE NOT TO BE USED FOR, OR RELIED UPON AS, CONTROL EQUIPMENT IN HAZARDOUS CIRCUMSTANCES OR CIRCUMSTANCES REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, WEAPONS CONTROL SYSTEMS, OR WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE ENVIRONMENTAL DAMAGE, EACH OF WHICH IS AN UNAUTHORIZED USE OF A CERTIFICATE AND FOR WHICH A CERTIFICATE IS NEITHER DESIGNED NOR INTENDED. SECTIGO DOES NOT WARRANT THAT 1) THE CERTIFICATION SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR EXPECTATIONS OR 2) THAT ACCESS TO THE CERTIFICATION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 6.4. EXCEPT FOR COVERED LOSSES UNDER THE LIMITED WARRANTY AND SUBJECT TO THE LIMITS SET FORTH THEREIN, YOU HEREBY WAIVE ALL LIABILITY OF SECTIGO, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT AND YOUR USE OR RELIANCE ON A CERTIFICATE OR A CERTIFICATION SERVICE. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF A CERTIFICATE OR OTHER CERTIFICATION SERVICE. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF

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SECTIGO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SECTIGO DOES NOT GUARANTEE THAT THE CERTIFICATES, A CERTIFICATION 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.

- 6.5. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.
- 6.6. Each party agrees that the disclaimers and limitations on liability set forth in this section are fundamental terms of this Agreement and are fair and reasonable having regard to the relationship between the parties.

7. Termination

- 7.1. For Convenience. Either party may terminate this Agreement at any time for convenience. Notice of termination shall be made by posting the notice on the Sectigo website.
- 7.2. Events upon Termination. 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 Certification Service. Upon termination, the Limited Warranty shall no longer be available and all of Sectigo's obligations hereunder shall cease.

8. Binding Individual Arbitration. The term “Dispute” means any dispute, claim, or controversy between you and Sectigo arising from or relating to the Terms or Services, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 8 (with the exception of the enforceability of the Class Action Waiver clause below). Dispute is to be given the broadest possible meaning that will be enforced. If you have a Dispute with Sectigo or Sectigo’s officers, directors, employees and agents that cannot be resolved through negotiation within the time frame described in the “Notice of Dispute” clause below, then you and Sectigo agree to seek resolution of the Dispute only as follows: (i) if you are using or accessing the Services outside of the European Union, through binding arbitration of that Dispute in accordance with the terms of this Section 8. “Binding arbitration” means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury; (ii) If (and only if) you are using or accessing the Services in the European Union, then pursuant to the terms of Section 20 below.

- 8.1. **RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION 8, YOU MUST NOTIFY SECTIGO IN WRITING WITHIN 30 DAYS AFTER THE DATE THAT YOU ACCEPT THESE TERMS, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE EITHER (A) SENT VIA EMAIL TO LEGALNOTICES@SECTIGO.COM OR (B) MAILED TO SECTIGO AT: 8800 E. RAIN TREE DRIVE, SUITE 340, SCOTTSDALE, AZ 85260, UNITED STATES, ATTN: LEGAL DEPARTMENT. IN EITHER CASE YOU MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SECTIGO THROUGH BINDING ARBITRATION.**
- 8.2. Notice of Dispute. IF YOU HAVE A DISPUTE WITH SECTIGO YOU MUST SEND WRITTEN NOTICE EITHER BY (A) SENDING AN EMAIL TO LEGALNOTICES@SECTIGO.COM OR (B) WRITING TO SECTIGO AT: 8800 E. RAIN TREE DRIVE, SUITE 340, SCOTTSDALE, AZ 85260, UNITED STATES, ATTN: LEGAL DEPARTMENT, TO GIVE SECTIGO THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If Sectigo does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you or Sectigo with may pursue your claim in arbitration pursuant to the terms in this Section 8.
- 8.3. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR

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REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND SECTIGO SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE PROCEEDINGS. THE WAIVER IN RELATION TO YOUR PARTICIPATION IN CLASS ACTIONS IN THESE TERMS IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

- 8.4. Initiation of Arbitration Proceeding/Selection of Arbitrator. If Subscriber or Sectigo elects to resolve the Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association (“AAA”), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section govern in the event they conflict with the rules of the arbitration organization selected by the parties.
- 8.5. Arbitration Procedures. Because the Service provided to Subscriber by Sectigo concerns interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes (“Supplementary Procedures”) shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA’s Commercial Arbitration Rules, and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if a claim does not exceed \$75,000 and Subscriber provided notice to and negotiated in good faith with Sectigo as described above, if the arbitrator finds that Subscriber is the prevailing party in the arbitration, Subscriber will be entitled to recover reasonable attorneys’ fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to Sectigo or Subscriber. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- 8.6. Location of Arbitration. You or Sectigo may initiate arbitration in Essex County, New Jersey, USA.
- 8.7. Severability of Class Action Waiver. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section 8 will be unenforceable, and the Dispute will be decided by a court and you and Sectigo each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.

9. Miscellaneous

- 9.1. Notices. All notices, questions, and requests shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to Sectigo at 8800 E. Raintree Drive, Suite 340, Scottsdale, AZ 85260, United States or by email to legalnotices@sectigo.com. Notices to you shall be made by posting the notice on the Repository and shall be deemed to be served upon the time of posting.
- 9.2. Entire Agreement. This Agreement with all documents referred to herein shall constitute the entire agreement between you and Sectigo with respect to your use of the Certification Services. This Agreement shall supersede any other existing agreements between you and Sectigo, whether oral or written, with respect to the subject matter hereof. Sectigo reserves the right to amend this Agreement and the CPS at any time without prior notice to you. All such amendments shall be made by posting the amended CPS or the amended Agreement on the website. The amendment shall be effective as of the date of posting.
- 9.3. Force Majeure and Internet Frailties. Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such party’s reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. Each party acknowledges that the Internet consists of a series of networks that are subject to failures and errors. In no event shall either party be liable for or as a result of any such failures or errors.
- 9.4. Impossibility. Neither party shall be liable for failing to fulfill any provision of this Agreement that is rendered

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impossible as a result of an operation of law or because of an act of a government or political subdivision having jurisdiction over the party or over a parent of the party.

- 9.5. **Governing Law.** The parties agree that the Certification Services shall be deemed exclusively based in the State of New Jersey, USA, and this Agreement shall be deemed to have been made and executed exclusively in the State of New Jersey, USA. Any dispute arising out of this Agreement shall be resolved in accordance with the laws of the State of New Jersey, USA without reference to its conflict of law provisions or the United Nations Convention on Contracts for the International Sale of Goods. Subject to the provisions of Section 8, the parties agree that any claim asserted in any legal proceeding by you or Sectigo in connection with this Agreement shall be commenced and maintained in any state or federal court located in Essex County, New Jersey, USA, having subject matter jurisdiction with respect to such dispute. You and Sectigo each agree to submit to the personal jurisdiction of such court. The prevailing party in any such proceeding shall be entitled to reimbursement of court costs, including reasonable attorneys' fees, in addition to any other remedy awarded.
- 9.6. **Assignment.** You may not assign, in whole or in part, its rights, duties, or obligations under this Agreement to any person or entity. Any attempt to do so shall be void and shall be a material breach of this Agreement. Sectigo may assign this Agreement in its sole discretion.
- 9.7. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of this Agreement shall remain valid and enforceable.
- 9.8. **Survival.** All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.

Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement. Subscribers are not considered Relying Parties under this Agreement.

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Appendix A Relying Party Limited Warranty

This Relying Party Limited Warranty (this “**Appendix A**”) is subject to the terms of the Relying Party Agreement. In order to accept the benefits described herein, the Relying Party must have agreed to and accepted the terms of the Relying Party Agreement, including, but not limited to, all provisions related to Limitation of Liability and the Class Action Waiver.

If Sectigo breaches the Limited Warranty herein, and you are a Covered Person with a Covered Loss, then, subject to your compliance of the terms of the Agreement, you may qualify for reimbursement up to the limits set forth in this Appendix A. Each Certificate has a maximum amount covered by the transaction and a maximum aggregate payment amount. The specific Total Payment Limit and Maximum Certificate Coverage for each Certificate are set forth in this Appendix A.

1. **Definitions and Interpretations.** Any terms not defined in this section shall have the meaning set forth in the Agreement:

- 1.1. “**Covered Loss**” means a monetary loss that a Relying Party incurred when conducting an online Financial Transaction with the Subscriber while relying on an unrevoked and unexpired Sectigo issued Publicly-Trusted Certificate, which is a direct result of Sectigo’s breach of the Limited Warranty, as limited in Section 6 of this Appendix A.
- 1.2. “**Covered Person**” means a Relying Party who meets all of the criteria found in Section 3 of this Appendix A.
- 1.3. “**Financial Transaction**” means a transaction made with a financial institution licensed by an applicable regulatory body to accept checking and savings deposits, and make loans.
- 1.4. “**Incident**” means an instance of a fraudulent online Financial Transaction made by a Relying Party in reliance on an unrevoked and unexpired Sectigo issued Publicly-Trusted Certificate where Sectigo breaches the limited warranties in Section 2 of this Appendix A.
- 1.5. “**Maximum Certificate Coverage**” means the maximum amount of a single transaction that will be covered by the Limited Warranty associated with the Publicly-Trusted Certificate. Maximum Certificate Coverages are set forth in this Appendix A.
- 1.6. “**Total Payment Limit**” means the maximum aggregate claims that can be made against a Publicly-Trusted Certificate under the Limited Warranty. Payment Limits for each Certificate type are set forth this Appendix A.
- 1.7. “**Warranty Period**” means the period of time when a Publicly-Trusted Certificate is valid, beginning from the time of issuance and ending upon the earlier of revocation or expiration.

2. **Limited Warranties.** During the Warranty Period, Sectigo warrants to the Relying Party that Sectigo has exercised reasonable care in following the validation process set forth in the appropriate CPS when issuing a relied upon Publicly-Trusted Certificate. The Limited Warranty only applies to Publicly-Trusted Certificates issued by Sectigo, and all other Certificates types are expressly excluded from the Limited Warranty. This Limited Warranty is void if you breach the terms of this Agreement.

3. **Covered Person.** In order to qualify as a Covered Person under the Limited Warranty, the Relying Party must meet all the following requirements:

- 3.1. be a natural person who has completed an online Financial Transaction with a Subscriber using a payment mechanism validly issued in the Relying Party’s name;
- 3.2. complete the transaction with a Subscriber using and relying upon a Sectigo-issued Publicly-Trusted Certificate issued in breach of the Limited Warranty;

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- 3.3. have verified the Publicly-Trusted Certificate and reasonably relied on the information contained in a Publicly-Trusted Certificate validated by Sectigo to establish the identity of the Certificate holder;
 - 3.4. suffer a Covered Loss;
 - 3.5. have read and agreed to be bound by the Agreement, including this Appendix A, and the CPS prior to using the Publicly-Trusted Certificate or providing any financial information to the Subscriber;
 - 3.6. fulfill all obligations found herein and not be in breach of this Agreement; and
 - 3.7. dispute the charges associated with the loss with the appropriate financial institution or other entity. Such dispute must be made in compliance with the rules, procedures, and time-lines applicable to the financial services used to make the charges. Any payment from Sectigo under the Limited Warranty will be reduced by any amount received as a charge-back, settlement, or refund from the Covered Person's financial institution.
- 4. Covered Losses.** Except as provided for in section 4.2 of this Appendix A, the Limited Warranty applies only to Covered Losses, up to the lesser of (i) the Maximum Certificate Coverage associated with the Certificate, or (ii) the total amount remaining of the Total Payment Limit for the relied upon Certificate.
- 4.1. **Total Payment Limit.** The Limited Warranty is subject to the Total Payment Limit associated with the Certificate. The Total Payment Limit shall start anew upon renewal of the Certificate, and each Certificate renewal shall have a Total Payment Limit equal to the Total Payment Limit of the originally issued Certificate. Claims will be paid in the order received by Sectigo. No payments will be made under this Limited Warranty to a Covered Person where the Total Payment Limit has been exceeded during the lifecycle for the relied upon Certificate. Relying Parties may check with Sectigo at any time to ensure that the Total Payment Limit has not been reached.
 - 4.2. **Exceptions.** The Limited Warranty does not apply to losses or damages caused wholly or partially by:
 - (i) reliance on a Certificate that is not a Publicly-Trusted Certificate;
 - (ii) brown-outs, power failures, or other disturbances to electrical power;
 - (iii) illegal acts by the Covered Person or the Subscriber upon which the Covered Person relies;
 - (iv) any coercion of the Covered Person or Subscriber;
 - (v) the Covered Person's own breach of any warranty or obligations herein, including the Covered Person's failure to validate a Publicly-Trusted Certificate with Sectigo or failure to validate the certificate chain for any Publicly-Trusted Certificate prior to relying on the Certificate;
 - (vi) acts by any unauthorized individuals which impairs, damages, or misuses the services of any Internet Service Provider or telecommunications, cable, or satellite carrier, other common carrier or value-added services, including but not limited to, denials of service attacks and the use of malicious software such as computer viruses;
 - (vii) the Covered Person's unreasonable or unjustified reliance upon information contained within a Publicly-Trusted Certificate in view of what the Covered Person knows or should have known, or based on the Covered Person's course of dealings and customs of trade;
 - (viii) failure of any services or equipment not under the exclusive control or ownership of Sectigo, its affiliates, and its agents; or
 - (ix) the Covered Person's reverse engineering or interference with the Certification Services.
- 5. Claims.** A claim for a Covered Loss under the Limited Warranty must be submitted in writing to Sectigo's Support ticketing system at <https://sectigo.com/support-ticket> (as updated by Sectigo from time to time) within thirty (30) calendar days from when the Relying Party knew or reasonably ought to have known of an Incident. Claims may only be submitted during the Warranty Period. When submitting a claim, the Relying Party shall provide documentation supporting such claim and shall include the following: (i) your name, full address, primary phone number and email address, (ii) date of the loss, (iii) Certificate serial number, (iv) the website URL, (v) name of the Subscriber in the Certificate, (vi) the amount of the loss, (vii) any other relevant parties involved in the transaction, and (viii) detailed description of the circumstances surrounding the Incident. Failure to submit a claim in accordance with this section shall constitute a waiver of the claim. Upon submitting a claim, you will fully cooperate with Sectigo in investigating your claim and provide any additional information as may be

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requested by Sectigo. Sectigo will notify you of its findings upon completion of its investigation.

6. **Payment Limits.** If Sectigo breaches the Limited Warranty made in this Appendix A, and if you are a Covered Person who suffered Covered Losses, and if you are in compliance with this Agreement, then Sectigo will reimburse you for the actual unreimbursed unauthorized charge according to the type of the Certificate relied upon and limited, per Relying Party and in the aggregate, to the amounts set forth below:

Sectigo Certificate Type	Maximum Certificate Coverage	Total Payment Limit
PositiveSSL Trial DV	\$0	\$0
PositiveSSL DV	\$5,000	\$50,000
PositiveSSL Wildcard DV	\$5,000	\$50,000
PositiveSSL Multi-Domain DV	\$5,000	\$50,000
PositiveSSL EV	\$10,000	\$1,000,000
PositiveSSL EV Multi-Domain	\$10,000	\$1,000,000
InstantSSL DV	\$5,000	\$500,000
InstantSSL DV Multi-Domain	\$5,000	\$500,000
InstantSSL Wildcard DV	\$5,000	\$500,000
InstantSSL OV	\$10,000	\$1,250,000
InstantSSL OV Wildcard	\$10,000	\$1,250,000
InstantSSL UCC OV	\$10,000	\$1,250,000
InstantSSL EV	\$10,000	\$1,750,000
InstantSSL EV Multi-Domain	\$10,000	\$1,750,000
EnterpriseSSL OV	\$10,000	\$1,500,000
EnterpriseSSL Pro OV	\$10,000	\$1,500,000
EnterpriseSSL Pro Wildcard OV	\$10,000	\$1,500,000
EnterpriseSSL Pro Multi-Domain OV	\$10,000	\$1,500,000
EnterpriseSSL Pro EV	\$10,000	\$2,000,000
EnterpriseSSL Pro EV Multi-Domain	\$10,000	\$2,000,000
SectigoSSL Trial DV	\$0	\$0
SectigoSSL DV	\$10,000	\$500,000
SectigoSSL Wildcard DV	\$10,000	\$500,000
SectigoSSL UCC DV	\$10,000	\$500,000
SectigoSSL OV	\$10,000	\$1,000,000
SectigoSSL OV Wildcard	\$10,000	\$1,000,000
Sectigo OV SSL Multi Domain	\$10,000	\$1,000,000
SectigoSSL EV	\$10,000	\$1,750,000
SectigoSSL EV Multi-Domain EV	\$10,000	\$1,750,000
CaaS DV TLS Certificate	\$5,000	\$500,000
CaaS OV TLS Certificate	\$10,000	\$1,250,000
QWAC Certificates	\$10,000	\$1,750,000
CN Premium DV Single-Domain Certificate	\$10,000	\$500,000

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Sectigo Certificate Type	Maximum Certificate Coverage	Total Payment Limit
CN Premium DV Single-Domain Wildcard Certificate	\$10,000	\$500,000
CN Premium DV Multi-Domain Certificate	\$10,000	\$500,000
CN Premium OV Single-Domain Wildcard Certificate	\$10,000	\$1,000,000
CN Premium OV Multi-Domain Certificate	\$10,000	\$1,000,000
CN Premium EV Single-Domain Certificate	\$10,000	\$1,750,000
CN Premium EV Multi-Domain Certificate	\$10,000	\$1,750,000
CaaS EV TLS Certificate	\$10,000	\$1,750,000
CaaS QWAC Legal Certificate	\$10,000	\$1,750,000
All other Certificates not specifically listed	\$1,000	\$10,000

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