

## AusCERT RELYING PARTY WARRANTY



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 AusCERT Certificate Service (AusCERT-CS) agreed between the University of Queensland (trading as AusCERT) and Comodo CA Limited.

### Definitions

All terms and acronyms in this document have the same meaning as in the AusCERT CPS, which is available through AusCERT's Repository available online at: <http://cs.auscert.org.au/repository/>.

### 1. Agreement

- 1.1 In consideration of your using any services related to the use of a Certificate issued by AusCERT (including AusCERT 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:
  - 1.2.1 where the Certificate is issued by a third party, you will verify the Certificate chain to ensure that the third party is a subordinate Certification Authority and that the Certificate was issued in accordance with the policies set out in the AusCERT CPS;
  - 1.2.2 you will check the CRL/OCSP to ensure that the Certificate is valid and operational;
  - 1.2.3 you will take any other steps which would be reasonable to take in the given circumstances; and
  - 1.2.4 **you acknowledge that certificates obtained via AusCERT cannot be used to secure monetary transactions or online payments.**
- 1.3 You agree to comply with the policies and procedures set out in the AusCERT CPS.
- 1.4 AusCERT shall:
  - 1.4.1 ensure that the CRL is updated by logging all Certificates revoked in the past 24 hours;
  - 1.4.2 validate the information provided by the Subscriber using the methods set forth in the AusCERT CPS prior to issuing the corresponding Certificate;
- 1.5 You acknowledge that:
  - 1.5.1 AusCERT relies on the information provided by the Participant Organizations when validating information provided by a Subscriber;
  - 1.5.2 the CRL/OCSP does not contain a real-time record of all Certificate revocations;
  - 1.5.3 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 which has not been authorized by AusCERT, and you agree that AusCERT shall not be liable for any losses suffered as a result of such compromise;
  - 1.5.4 AusCERT relies upon authorization records, third party databases and domain name services to validate information contained in Certificates, and **you agree that AusCERT and/or COMODO CA Limited 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.**
  - 1.5.5 The Repository is available on an "as is" and "as available" basis over publicly accessible networks. AusCERT excludes any warranty as to the availability of the Repository and reserves the right to exclude access to or to close the Repository without notice at any time.

### 2. Indemnity

2.1 You agree to indemnify, defend and hold harmless AusCERT and its employees, agents, contractors, successors and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable legal fees and expenses) arising from:

- 2.1.1 your failure to perform the obligations of a Relying Party in accordance with this Relying Party Agreement,
  - 2.1.2 your reliance on a Certificate that is not reasonable under the circumstances, or
  - 2.1.3 your failure to check the status of a Certificate to determine if the Certificate is expired or revoked.
- 2.2 For the avoidance of doubt, at AusCERT's request, you will allow it to participate in the defence of a claim with counsel of its choice at its own expense.

### 3. Limitation of Liability

- 3.1 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.
- 3.2 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, AusCERT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. AusCERT EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM AMOUNT ALLOWED UNDER ANY APPLICABLE LAW.
- 3.3 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 AusCERT or COMODO CA LIMITED ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. AusCERT 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. AusCERT EXCLUDES LIABILITY TO A PARTY WHO HAS NOT PAID FEES DIRECTLY TO AusCERT IN CONNECTION WITH THE SERVICES DESCRIBED IN THE AusCERT CPS. SUBSCRIBER'S MAXIMUM LIABILITY TO YOU SHALL BE LIMITED AS SET FORTH IN THE AusCERT CPS. The limited warranty and limited liability set forth in this section are fundamental terms, and are fair and reasonable having regard to the relationship between the parties.

### 4. Termination

- 4.1 AusCERT Certificate Service 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 AusCERT-CS website (<http://cs.auscert.org.au/>)
- 4.2 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 AusCERT. Upon termination, the Warranty shall no longer be available and all of AusCERT's obligations hereunder shall cease.