

GANDI RELYING PARTY WARRANTY

The relying party warranty set forth herein (the "Relying Party Warranty") may provide an avenue of relief to people whose reliance on a Gandi-issued digital certificate results in a loss of money due to a fraudulent charge to their credit card by the holder of a Gandi-issued Digital Certificate. If Gandi was negligent in issuing a Digital Certificate that resulted in a loss to You ("Relying Party") and You meet the criteria of a Covered Person below, You may be eligible to reimbursement for Your loss, subject to a maximum aggregate limit of the amounts stated herein for all claims related to that Certificate.

1. Application

Before taking any action in connection with or relying in any way on a Gandi-issued Digital Certificate (as defined below), You must read and agree to the terms and conditions of the Relying Party Agreement, this Warranty, and the Gandi CPS, being specified that Gandi's warranties only apply to Gandi Standard SSL Certificate and Gandi Pro SSL Certificate.

2. Definitions

The capitalized terms used in this Agreement shall have the following meanings, unless otherwise specified:

Certificate: A digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The digital signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the public key by the subject. The certificate data items include, at least, 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.

Gandi : means Gandi SAS and its third party service provider who is the issuer of the Certificate covered by the Warranty.

Gandi CPS: means the Certification Practice Statement released by Gandi, as amended from time to time, which may be accessed from <https://www.gandi.net/fr/contracts> .

Covered Loss: A direct monetary loss associated with an online credit card transaction that meets the criteria under Section 3.

Covered Person: A person who meets all of the criteria found in Section 4 of this Agreement that will receive payment for a Covered Loss. If multiple Covered Persons are affiliated as to a common entity, then those multiple Covered Persons collectively are eligible to receive a maximum amount in accordance with the Maximum Certificate Coverage set forth in section 6 per Incident.

Incident: Any instance of a fraudulent online credit card transaction made in reliance on a unrevoked and unexpired Gandi issued Digital Certificate where Gandi failed to perform the validation requirements set forth in its CPS.

Maximum Certificate Coverage: The maximum amount of a single transaction that will be covered by the Warranty associated with the Certificate. Maximum Certificate Coverages are set forth in section 6.

Total Payment Limit: The maximum aggregate claims that can be made against a Certificate under the Warranty. Total Payment Limits for each Certificate type are set forth in Section 6.

Relying Party: A party using the Certificate to conduct an online transaction using a credit card with the Subscriber named in the Certificate.

Relying Party Agreement: The document titled Relying Party Agreement located in the Gandhi Repository, which sets out the terms and conditions between Gandhi and the Relying Party.

Repository: Gandhi's collection of documents pertaining to its Certificate issuance and validation processes as set forth at <https://www.gandi.net/fr/contracts>.

Subscriber: The entity named in the Certificate with whom the Relying Party wishes to conduct an online credit card transaction.

Warranty: Gandhi's guarantee against loss associated with an online credit card transaction caused by Gandhi's failure to exercise reasonable care to perform the validation steps set forth in the Gandhi CPS prior to the Certificate's issuance.

3. Covered Losses

(a) The Warranty applies only to an Incident where the Certificate used by the Covered Person was issued by Gandhi in violation of the validation procedures set forth in the Gandhi CPS, where the losses incurred were a direct result of Gandhi's negligence in following these validation procedures, and where the losses were monetary losses associated with a fraudulent online credit card transaction.

(b) The Warranty shall cover a monetary loss equal to the lesser of 1) the amount directly paid by the Covered Person in reliance on the Certificate as offset by any amount recovered from the relevant credit card issuer, 2) the Maximum Certificate Coverage associated with the Certificate, or 3) the total amount remaining of the Total Payment Limit for the relied upon Certificate.

(c) The Warranty is subject to the Total Payment Limit associated with the Certificate. The Total Payment Limit is the maximum amount of aggregate claims that will be paid under the Warranty. The maximum amount of aggregate claims payable under the warranty 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. Warranty claims will be paid in the order received by Gandhi. No payments will be made under this Agreement to any Covered Person where the Total Payment Limit has been exceeded during the lifecycle for the relied upon Certificate. Relying Parties may check with Gandhi at any time to ensure that the Total Payment Limit has not been reached. As described herein, if a Certificate were issued in violation of the Gandhi CPS, then each Covered Person may receive a Covered Loss up the Maximum Certificate Coverage per transaction until the total of all Covered Losses reached the Total Payment Limit.

4. Covered Persons

(a) Under this warranty, You must complete an online credit card transaction in reliance on a unrevoked and unexpired Gandhi issued Digital Certificate where Gandhi failed to perform the validation requirements set forth in its CPS. In addition, You must meet all of the following requirements:

(b) In order to qualify as a Covered Person under the Warranty, a Relying Party must:

1. be an entity who has completed an online credit card transaction with a Subscriber using a credit card validly issued in the Relying Party's name,
2. complete the transaction using a Certificate issued to the Subscriber by Gandhi,
3. verified the Certificate and reasonably relied on the information contained in a Certificate validated by Gandhi to establish the identity of the Certificate holder,
4. suffer a monetary loss resulting from a fraudulent charge to the credit card provided in the transaction using the Certificate,
5. read and agree to be bound by the Relying Party Agreement, the terms of this Warranty, and the Gandhi CPS which can be found at <http://www.gandi.com/contracts> prior to using the Certificate or providing any credit card information to the Subscriber,
6. fulfill all obligations found herein and not be in breach of this Warranty or the Relying Party Agreement. And
7. dispute the charges associated with the loss with the appropriate credit card issuer or other entity. Such dispute must be made in compliance with the rules, procedures, and time-lines applicable to the credit card used to make the charges. Any payment from Gandhi under the Warranty will be reduced by any amount received as a charge-back, settlement, or refund from the Covered Person's credit card issuer.
8. You must submit all claims via email to the following email address: support-en@support.gandi.net and You must include: the date of loss, a detailed description of the events and circumstances of the loss, the amount of any claimed loss, the web site URL and Subscriber name through which the loss occurred, the credit card number and card issuer through which the loss occurred. You must cooperate fully with any investigation of Your claim (including providing additional information when requested). Any claim must be submitted to Gandhi (or the entity designated by Gandhi) within 90 days of the loss for which You are seeking payment.

(c) Under no circumstances shall any third party, including the Subscriber, be a third party beneficiary with respect to the Warranty.

5. Exceptions to the Warranty

(a) This Warranty does not apply to losses or damages of a Covered Person, caused wholly or partially by:

1. brown-outs, power failures, or other disturbances to electrical power;
2. illegal acts by the Covered Person or the Subscriber upon which the Covered Person relies;
3. any coercion of the Covered Person or Subscriber;

4. the Covered Person's own breach of any warranty or obligations herein, including the Covered Party's failure to validate a Certificate with Gandi or failure to validate the certificate chain for any Certificate prior to relying on the Certificate;

5. 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;

6. the Covered Person's unreasonable or unjustified reliance upon information contained within a 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;

7. failure of any services or equipment not under the exclusive control or ownership of Gandi or its partners, affiliates, and agents; or

8. the Covered Person's reverse engineering, interference with, or monitoring of the certificate services.

6. Certificate Warranty Limits

The specific Total Payment Limits and Maximum Certificate Coverage limits for each certificate are set forth below. Each Certificate has a Maximum Certificate Coverage and a Total Payment Limit.

Comodo Certificate Type	Maximum Certificate Coverage	Total Payment Limit
COMODO EV SSL + COMODO EV Multi-Domain SSL (Businesses)	\$20,000	\$1,750,000
InstantSSL (Pro 1 address and Transaction warranty up to \$10,000)	\$5,000	\$50,000
InstantSSL Pro (Pro 1 address and Transaction warranty up to \$100,000)	\$10,000	\$100,000
PremiumSSL (Pro 1 address and Transaction warranty up to \$250,000)	\$10,000	\$250,000
PremiumSSL Wildcard (Pro wildcard and Transaction warranty up to \$250,000)	\$10,000	\$250,000
PositiveSSL + PositiveSSL Wildcard + PositiveSSL Multi-Domain (Standard)	\$1,000	\$10,000