

## GANDI RELYING PARTY AGREEMENT

The relying party agreement sets out the terms and conditions between Gandi and the Relying Party and shall be read before relying or using Gandi's certificate services.

### 1. Definitions

Any terms not defined herein shall have the meaning set forth in the Gandi CPS.

**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 identify of the subject; the public key value; the identity of the certification authority that signs the certificate; and the certificate's serial number.

**Certification Practice Statement (CPS)** : The Gandi document setting forth Gandi's validation and issuance practices.

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

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

**Repository** : Gandi'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** : Gandi's guarantee against loss associated with an online credit card transaction caused by Gandi's failure to exercise reasonable care to perform the validation steps set forth in the Gandi CPS prior to the Certificate's issuance. The terms and conditions of the Warranty are set forth in the Gandi Warranty document available on the Repository.

### 2. Agreement

**2.1.** The terms and conditions set forth herein (the "Agreement") constitute a final binding agreement between You (the "Relying Party") and Gandi with respect to any services related to the Certificate's use, including the use of Gandi's repository, Gandi's validation services, or the use of a Certificate conduct an online transaction. Your use of any of these services constitutes Your unmodified acceptance of this Agreement.

**2.2.** In consideration for use of Gandi's certificate services and being permitted access to and use of the Repository and/or a Gandi-issued Certificate, You agree that prior to using a Certificate, You will:

(i) where the Certificate is issued by a third party, 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 CPS;

(ii) check the CRL/OSCP (Certificate Revocation Lists/Online Certificate Status Protocol) to ensure that the Certificate is valid and operational; and

(iii) take any other steps which would be reasonable to take in the given circumstances.

**2.3.** You may not use the Certificate for any purpose other than as set forth in the relevant section of the Gandhi CPS for that particular class and type of Certificate. You agree to comply with the policies and procedures set out in the Gandhi CPS.

**2.4.** Gandhi shall:

(i) update the CRL by logging all Certificates revoked in the past 24 hours; and

(ii) validate the information provided by the Subscriber using the methods set forth in the Gandhi CPS prior to issuing the corresponding Certificate.

**2.5.** You acknowledge that:

(i) the CRL/OSCP does not contain a real time record of all Certificate revocations;

(ii) 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 Gandhi, and You agree that Gandhi shall not be liable for any losses suffered as a result of such compromise;

(iii) Gandhi relies upon authorization records, government records, third party business databases and domain name services to validate information contained in Certificates and agrees that Gandhi 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

(iv) Gandhi performs differing degrees of Certificate validation depending on the type of Certificate and its intended use and agrees to take these factors into consideration when deciding whether or not to rely on a Certificate.

**2.6.** You must ensure that each Certificate is valid and not revoked prior to relying on the Certificate. Gandhi makes Certificate validity information available through its Repository. The Repository is available on an "as is" and "as available" basis over publicly accessible networks. Gandhi excludes any warranty as to the availability of the Repository and reserves the right to exclude access to or close the Repository without notice at any time.

### **3. Warranty**

Subject to the provisions of the Relying Party Agreement and limited to the value of the Warranty, Gandhi warrants to You that Gandhi has exercised reasonable care in following the validation process set forth in the appropriate Gandhi CPS when issuing a relied upon Certificate. The terms of this warranty and the level of coverage for each Certificate are covered by the Warranty Agreement set forth on the Repository. Different Certificates require different levels of validation and the difference in the warranty levels reflects this.

### **4. Indemnity**

**4.1.** You agree to indemnify, defend and hold harmless Gandhi 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 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.

**4.2.** You shall

(i) keep Gandhi informed of the progress of such litigation or settlement;

(ii) not have any right to settle any claim without Gandhi's consent, which shall not be unreasonably withheld, if such settlement results in anything other than a monetary payment by You; and

(iii) allow Gandhi to participate in the defense of a claim with counsel of its choice at its own expense.

## **5. Limitation of Liability**

**5.1.** 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.

**5.2.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, GANDI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. GANDI 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.

**5.3.** 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 GANDI IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. GANDI 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. GANDI'S MAXIMUM LIABILITY TO YOU SHALL BE LIMITED TO THE WARRANTY ASSOCIATED WITH THE CERTIFICATE AS SET FORTH IN THE GANDI WARRANTY.

**5.4.** The limited warranty and limited liability set forth in this section are fundamental terms of the Agreement and are fair and reasonable having regard to the relationship between the parties.

## **6. Termination**

**6.1.** Gandhi may terminate its obligations with respect to this Agreement at any time for convenience. Notice of the termination shall be made by posting the notice on the Gandhi website.

**6.2.** 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 provided by Gandhi. Upon termination, the Warranty shall no longer be available and all of Gandhi's obligations hereunder shall cease.

## **7. Miscellaneous**

**7.1. Notice.** All notices, questions, and requests shall be in writing and in French or English. Notices shall be made by first class mail, return receipt requested, sent to Gandhi SAS 63-65 boulevard Masséna 75013 Paris France or by email transmission to [legal@gandi.net](mailto:legal@gandi.net). 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.

**7.2. Entire Agreement.** This Agreement with all documents referred to herein including the Gandhi SSL Contract shall constitute the entire agreement between You and Gandhi with respect to Your use of the Repository, the Warranty, or a Gandhi Certificate. This Agreement shall supersede any other existing agreements between You and Gandhi, whether oral or written, with respect to the subject matter hereof. Gandhi reserves the right to amend this Agreement and the Gandhi 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.

**7.3. Waiver.** The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

**7.4. 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.

**7.5. Impossibility.** Neither party shall be liable for failing to fulfill any provision of this Agreement that is rendered 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.

**7.6. Governing Law and Venue.** This Agreement shall be interpreted and construed under the laws of France without regard to any conflicts of law principles. Any claims or legal actions by one party against the other arising under this Agreement shall be commenced in the courts of France. Both parties hereby submit to the jurisdiction and venue of any such court.

**7.7. 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. Gandhi may assign this Agreement in its sole discretion.

**7.8. 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 the Agreement shall remain valid and enforceable.

**7.9. Survival.** All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.

**7.10. Third Party Beneficiaries.** There are no third party beneficiaries under this Agreement. Subscribers are not considered Relying Parties or Covered Person's under this Agreement.