

Relying Party Agreement

This agreement is between Verasys Technologies Pvt. Ltd., a Certifying Authority Licensed by the Controller of Certifying Authorities (CCA), Govt. Of India, offering its CA services under the brand name of VSign hereinafter referred to as Verasys as the party of the FIRST PART and 'Relying Party' as the party of the SECOND PART. The Relying Party is an entity that relies on a certificate issued by Verasys.

The Relying party agrees that they have reviewed carefully the terms and conditions of this Document, further the Relying Party covenants that they have understood the terms and their interpretations and voluntarily agrees to accept each and every provision of this Document. In case the relying party does not agree to the terms of the CPS or to the terms of this Relying Party Agreement, it should not rely upon a digital signature issued by Verasys.

DEFINITIONS

CA : Verasys

Subscriber : Any applicant entity, individual or corporate that has been issued a DSC by Verasys

Relying Party : Any entity that relies on the authenticity of a digital signature issued by Verasys.

Registration Authority: An entity engaged by CA to collect subscriber application forms and documents and verification of applicants.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN PARTY OF THE FIRST PART (VERASYS) AND THE PARTY OF THE SECOND PART (RELYING PARTY) AS UNDER:

1. The relying party has read and agrees to the terms and conditions of this Relying Party Agreement before relying upon a digital signature provided by Verasys or using the database of Verasys Digital Signatures commonly referred to as Repository that contains the information about certificates issued and revoked by Verasys. Relying party also expressly agrees that it has read, understood and agrees to the terms and conditions of Verasys CPS, which is also available on Verasys website, www.vsign.in
2. THE RELYING PARTY shall independently access the appropriateness of use of the information contained in Verasys repository and decide whether a certificate is suitable for the purpose it is used for or not. The relying party is responsible for DECIDING WHETHER OR NOT TO RELY UPON THE INFORMATION CONTAINED IN a Verasys DIGITAL SIGNATURE CERTIFICATE.
3. The terms of this agreement become effective from the time the Relying Party submits a query to search for a certificate, or to verify a digital signature and shall be in force till the validity of the digital signature certificate or when the Relying Party uses or relies

upon any information or services provided by the Verasys Repository or website relating to a certificate issued by CA.

4. The Relying Party agrees and accepts that in providing the services as contained in the Verasys Certificate Practice Statement neither Verasys nor its Registration Authority or Agents shall become a party to any of the dealings or transaction entered into between the Relying Party and the Subscriber. All claims of contractual or otherwise resulting from or connected to the dealings or transaction shall be entirely between the Relying Party and the Subscriber and the Relying Party shall not hold Verasys or its Registration Authorities or any of their directors, employees, agents and representatives responsible or liable for the same.
5. The Relying party agrees to make use of appropriate technology utilities or tools to perform digital signature verification. The utilities/ tools should be able to identify the certificate chain and verifying the digital signature on all certificates in the chain and only on successful verification should rely on the certificate.
6. This Document, including relevant section such as obligations and warranties mentioned in the Certification Practice Statement shall constitute the entire document amongst the parties hereto. It shall supersede all prior oral or written communications and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Document.
7. Under no circumstances will Verasys be liable for any direct, indirect, incidental or consequential damages or for any loss of data or profits or for any punitive damages arising from or in connection with the use, delivery or non-performance of digital certificates.