

# CA Certificate Holder Agreement

Version 1.0 - 01.05.2020

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## IMPORTANT: READ CAREFULLY

THIS SAMLEIKIN CA CERTIFICATE HOLDER AGREEMENT IS ENTERED INTO BETWEEN:

- THE CERTIFICATE HOLDER ("YOU" OR "THE CERTIFICATE HOLDER"), THE INDIVIDUAL OR LEGAL ENTITY;
  - IDENTIFIED IN THE SUBJECT NAME FIELDS OF AN END USER CERTIFICATE; OR
  - RESPONSIBLE FOR THE REQUEST, INSTALLATION AND MAINTENANCE OF THE SYSTEMS ON WHICH A SAMLEIKIN CERTIFICATE IS INSTALLED;
- THE ORGANISATION WITH WHICH GJALDSTOVAN HAS CONTRACTED REQUESTING THE ISSUANCE OF A CERTIFICATE; AND
- THE GJALDSTOVAN ENTITY LISTED IN THE CONTRACT FOR CERTIFICATES AND THE GJALDSTOVAN ENTITY LISTED IN THE ISSUER FIELD OF THE RELEVANT SAMLEIKIN CA CERTIFICATES

ALL CA CERTIFICATE HOLDERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORISED TO BE THE CERTIFICATE HOLDER OF A SAMLEIKIN CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE SAMLEIKIN CERTIFICATE AND CONDITIONS OF THE APPLICABLE CERTIFICATE POLICIES/CERTIFICATION PRACTICE STATEMENTS ("CP/CPS") LOCATED AT <https://repository.samleiki.fo>

THE USE OF A DIGITAL CA CERTIFICATE SIGNIFIES ACCEPTANCE OF THAT DIGITAL CERTIFICATE. BY ACCEPTING A CA CERTIFICATE, THE CA CERTIFICATE HOLDER ACKNOWLEDGES THAT THEY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS CA CERTIFICATE HOLDER AGREEMENT AND THE CP/CPS OF THE ISSUER.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE ASSOCIATED CP/CPS FOR ANY ISSUED CERTIFICATE.

Gjaldstovan and the CA Certificate Holder, intending to be legally bound, agree as follows:

**1. Issuance; Fees:** Upon the CA Certificate Holder's submission of a completed Application and Gjaldstovan acceptance of that Application, Gjaldstovan shall issue the number of Certificates applied for by the CA Certificate Holder.

**2. Use, Purpose and Limitations:** The CA Certificate Holder shall use the Samleikin Certificate in accordance with the terms and conditions of the CP /CPS.

**3. Legal Relationship:** Where the CA Certificate Holder has a direct contractual relationship with Gjaldstovan, which is different from the organization contracted by Gjaldstovan to operate any Samleikin CA, this CA Certificate Holder has legal rights and obligations to Gjaldstovan. Information provided as part of the certificate generation process, including but not limited to the certificate content and in some cases registration data may be maintained by Gjaldstovan, or contractors acting on behalf of Gjaldstovan, in order to process the certificate.

**4. Role and Obligations of Gjaldstovan:** Gjaldstovan shall act as the Root CA for the Samleikin Root Certificate and perform its obligations as specified in this Agreement and the associated CP/CPS. Gjaldstovan represents and warrants that it has followed the requirements of the CP/CPS in issuing the Certificate and in verifying the accuracy of the information contained in the Certificate.

**5. Role and Obligations of the Certificate Holder:** Before accepting and using a CA Certificate, the CA Certificate Holder must:

(i) where applicable, generate its own Key Pair; (ii) submit an Application; and (iii) accept and agree to the terms of this Agreement. The CA Certificate Holder is solely responsible for the generation of the Key Pair to which the Samleikin CA Certificate relates and for the security protection of the Private Key underlying the Samleikin CA Certificate.

The CA Certificate Holder represents and warrants, so long as the CA Certificate is valid, that:

(a) The CA Certificate Holder has provided/will provide accurate and complete information, both in the CA Certificate Request and as otherwise requested by Gjaldstovan. The CA Certificate Holder consents to Gjaldstovan retaining such registration information in accordance with the Gjaldstovan data retention policy. The CA Certificate Holder agrees that for the purposes of identification they may supply a copy of their identification document and/or identifying personal details;

(b) The CA Certificate Holder will take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested CA Certificate(s) (and any associated access information or device – e. g., password or token);

- (c) The CA Certificate Holder will not use the CA Certificate(s) until it has reviewed and verified the accuracy of the data in each CA Certificate;
- (d) The Certificate Holder will use the CA Certificate solely in compliance with all applicable laws, and solely in accordance with this CA Certificate Holder Agreement and the CP/CPS;
- (e) If the CA Certificate requires the use of a Qualified Electronic Signature Creation Device (QSCD) or Cryptographic Module, for example for the creation of digital signatures, the CA Certificate Holder must use the CA Certificate with such a device that either been supplied by or approved by Gjaldstovan;
- (f) If the CA Certificate Holder generates their keys, then they will generate them in a secure manner in accordance with requirements specified by Gjaldstovan;
- (g) The CA Certificate Holder will promptly cease using a CA Certificate and its associated Private Key, and promptly request that Gjaldstovan revoke the Certificate, in the event that:
  - (a) Any information in the CA Certificate is or becomes incorrect or inaccurate, or
  - (b) there is any actual or suspected misuse or compromise of the CA Certificate Holder's Private Key associated with the Public Key listed in the CA Certificate;
- (h) The CA Certificate Holder will promptly cease all use of the Private Key corresponding to the Public Key listed in a CA Certificate upon expiration or revocation of that Certificate.

The Certificate Holder shall indemnify and hold harmless Gjaldstovan from any and all damages and losses arising out of:

- (i) Use of a Samleikin CA Certificate in a manner not authorised by Gjaldstovan;
- (ii) Tampering with a Samleikin CA Certificate; or
- (iii) Any misrepresentations made during the use of a Samleikin CA Certificate.

In addition, the CA Certificate Holder shall indemnify and hold harmless Gjaldstovan from and against any and all damages (including legal fees) for lawsuits, claims or actions by third-parties relying on or otherwise using a Samleikin CA Certificate relating to:

- (i) the CA Certificate Holder's breach of its obligations under this Agreement or the associated CP/CPS;
- (ii) the CA Certificate Holder's failure to protect its Private Key; or
- (iii) claims (including without limitation infringement claims) pertaining to content or other information or data supplied by the CA Certificate Holder.

**6. Revocation:** CA Certificates issued by Gjaldstovan will be revoked on the occurrence of any of the following events:

- (a) The CA Certificate Holder requests revocation of its CA Certificate;
- (b) The CA Certificate Holder indicates that the original CA Certificate Request was not authorised and does not retroactively grant authorisation;
- (c) Gjaldstovan obtains reasonable evidence that the CA Certificate Holder's Private Key (corresponding to the Public Key in the Certificate) has been compromised, or that the Certificate has otherwise been misused;
- (d) Gjaldstovan receives notice or otherwise become aware that a CA Certificate Holder violates any of its material obligations under the CA Certificate Holder Agreement or associated CP/CPS;
- (e) The CA Certificate Holder fails or refuses to comply, or to promptly correct inaccurate, false or misleading information after being made aware of such inaccuracy, misrepresentation or falsity;
- (f) Gjaldstovan determines, in its sole discretion, that the Private Key corresponding to the Certificate was used to sign, publish or distribute spyware, Trojans, viruses, rootkits, browser hijackers, phishing, or other content that is harmful, malicious, hostile or downloaded onto a user's system without their consent;
- (g) Gjaldstovan receives notice or otherwise becomes aware of a material change in the information contained in the Certificate or if Gjaldstovan determines that any of the information appearing in the Certificate is not accurate;
- (h) A determination, in Gjaldstovans sole discretion, that the Certificate was not issued in accordance with the terms and conditions of the associated CP /CPS;
- (i) Gjaldstovans right to issue Certificates by law, regulation, or policy expires or is revoked or terminated;
- (j) The Private Key for a Certificate has been compromised;
- (k) The technical format of the Certificate presents an unacceptable risk to the Samleikin PKI;
- (l) Such additional revocation events that Gjaldstovan publishes in its CP/CPS or deems appropriate based on the circumstances of the event; or
- (m) Gjaldstovan receives notice or otherwise becomes aware that a Certificate Holder has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Gjaldstovans jurisdiction of operation.

**7. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE ASSOCIATED CP/CPS, GJALDSTOVAN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, RELATING TO ANY SAMLEIKIN CERTIFICATE OR ANY RELATED SERVICES PROVIDED BY GJALDSTOVAN, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. LIMITATION OF LIABILITY AND DAMAGES:** DESPITE ANY CONTRARY PROVISION CONTAINED IN THIS AGREEMENT OR THE ASSOCIATED CP/CPS, THE MAXIMUM LIABILITY OF GJALDSTOVAN FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT WILL NOT EXCEED 2.000.000 DKK.

IN NO EVENT WILL GJALDSTOVAN BE LIABLE TO THE CERTIFICATE HOLDER OR ANY THIRD-PARTY RELYING UPON OR OTHERWISE MAKING USE OF A SAMLEIKIN CERTIFICATE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF GJALDSTOVAN HAS BEEN ADVISED OF THE LIKELIHOOD OF THOSE DAMAGES IN ADVANCE.

THE CERTIFICATE HOLDER'S USE OF A SAMLEIKIN CERTIFICATE IN A TRANSACTION WHERE THE POTENTIAL LIABILITY EXPOSURE IS GREATER THAN THAT CERTIFICATE'S MAXIMUM LIABILITY LIMIT AS SPECIFIED IN THIS CLAUSE 7 IS AT THE CERTIFICATE HOLDER'S OWN RISK.

**9. Third-Party Beneficiaries:** All relying parties who actually rely on any Samleikin Certificate during the period when a Samleikin Certificate is valid are intended third party beneficiaries of this Agreement.

**10. Term & Termination:** This Agreement is effective upon Gjaldstovans acceptance of the Certificate Holder's Application, and will terminate, except for those provisions which by their nature survive termination, upon the earliest of:

- (i) the latest expiration date of the Samleikin Certificates issued to under this Agreement;
- (ii) a breach of the Certificate Holder's obligations under this Agreement;
- (iii) the Certificate Holder's written request; or
- (iv) revocation of all Samleikin Certificates issued under this Agreement.

**11. Governing Law:** The Relationships between the Participants are dealt with under the system of laws applicable under the terms of the contracts entered into. In general these can be summarised as follows;

- Dispute between the Root CA and an Issuing CA is dealt with under Faroese Law.
- Dispute between an Issuing CA and a Registration Authority is dealt with under the applicable Faroese law.
- Dispute between an Issuing CA and an Authorised Relying Party is dealt with under the applicable Faroese law.

**12. Notices:** All notices provided by the Certificate Holder are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

**Att: Gjaldstovan TSP Management Board**

**Kviggjartún 1**

**160 Argir**

**Faroe Islands**

YOU REPRESENT AND WARRANT THAT:

(A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORISED TO ACCEPT THIS AGREEMENT ON THE CERTIFICATE HOLDER'S BEHALF AND TO BIND THE CERTIFICATE HOLDER TO THE TERMS OF THIS AGREEMENT;

(B) CERTIFICATE HOLDER IS THE ENTITY, LEGAL OR NATURAL PERSON THAT IT CLAIMS TO BE IN THE SAMLEIKIN CERTIFICATE APPLICATION;

(C) THE CERTIFICATE HOLDER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND

(D) THIS AGREEMENT AND THE PERFORMANCE OF THE CERTIFICATE HOLDER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE CERTIFICATE HOLDER IS A PARTY.