

Relying Party Agreement

Version 1.0 - 20.05.2020

IMPORTANT: READ CAREFULLY BEFORE YOU USE, VALIDATE OR OTHERWISE RELY UPON ANY SAMLEIKIN CERTIFICATE.

DO NOT RELY ON OR USE SAMLEIKA SERVICES FROM GJALDSTOVAN, INCLUDING THE CERTIFICATE VERIFICATION SERVICE, BEFORE THIS RELYING PARTY AGREEMENT IS READ AND ACCEPTED.

BY ACCEPTING THIS AGREEMENT, YOU AGREE THAT YOUR USE OF SAMLEIKIN CERTIFICATES MUST COMPLY WITH THE AT ANY TIME APPLICABLE SAMLEIKIN CERTIFICATE POLICY (CERTIFICATE POLICIES, SHORTENED CP, AND CERTIFICATION PRACTICE STATEMENTS, SHORTENED CPS) LOCATED AT <https://repository.samleiki.fo>

0. Definitions

Cerficat: public key of a user, together with some other information, rendered un-forgable by encipherment with the private key of the Samleikin CA (Certification Authority) which issued it

Samleikin CA: authority with the Samleikin PKI trusted by one or more users to create and assign certificates

1. Requirements for the Relying Party

An Authorised Relying Party may utilise Certificates and their corresponding public keys only for authorised and legal purposes and only in support of transactions or communications supported by the Samleikin Public Key Infrastructure (PKI).

An Authorised Relying Party shall not place reliance on a Certificate unless the circumstances of that intended reliance constitute Reasonable Reliance (as set out below) and the actions of that Authorised Relying Party are otherwise in compliance with the terms and conditions of this Agreement.

For the purposes of this Agreement, the term "Reasonable Reliance" shall mean;

- (a) that the attributes of the Certificate relied upon and the level of assurance in the Identification and Authentication provided by the Certificate are appropriate in all respects to the level of risk and the reliance placed upon that Certificate by the Authorised Relying Party;
- (b) that the Authorised Relying Party has, at the time of that reliance, used the Certificate for purposes appropriate and permitted by the CP/CPS and under the laws and regulations of the jurisdiction in which the Authorised Relying Party is located;
- (c) that the Authorised Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought reasonably to have been known, to the Authorised Relying Party;
- (d) that the Certificate intended to be relied upon (and each Certificate in the Certificate Path to the Samleikin Root Certificate) is valid and has not been revoked, the Authorised Relying Party being obliged to check the status of that Certificate utilizing either the Samleikin Certificate Revocation List (CRL) or the Samleikin Online Certificate Status Protocol (OCSP) Responder associated with a certificate;
- (e) that the Authorised Relying Party has, at the time of that reliance, verified the Digital Signature, if any;
- (f) that the Authorised Relying Party has, at the time of that reliance, verified that the Digital Signature, if any, was created during the Operational Term of the Certificate being relied upon;
- (g) that the Authorised Relying Party ensures that the data signed has not been altered following signature by utilizing trusted application software;
- (h) that the signature is trusted and the results of the signature are displayed correctly by utilising trusted application software;
- (i) that the identity of the Certificate Holder is displayed correctly by utilising trusted application software;
- (j) that any alterations arising from security changes are identified by utilising trusted application software.

Note: If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances.

Certificates issued under the Samleikin PKI are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. Gjaldstovan and its Certificate Authorities and Registration Authorities are not responsible for assessing the appropriateness of the use of a Certificate. You agree as an Authorised Relying Party that Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement.

2. Gjaldstovan Warranties: Gjaldstovan warrants to Authorised Relying Parties who reasonably rely on a Certificate;

- (a) that all information in or incorporated by reference in the Certificate, except for non-verified Certificate Holder Information, is accurate;
- (b) that Certificates appearing in the Samleikin database have been issued to the individual or organization named in the Certificate as the Certificate Holder, and the Certificate Holder has accepted the Certificate.
- (c) the entities that approved the Certificate Application and issued the Certificate have substantially complied with the requirements of the Samleikin CP /CPS when issuing the Certificate.

Except as expressly set forth in this Agreement, Gjaldstovan provides no warranty, express or implied, for any goods or services (including, without limitation, software or consulting services) that it provides pursuant to this Agreement, including, but not limited to;

(d) the implied warranties of merchantability and suitability for a particular purpose;

(e) any warranty concerning the success, implementation, and operation of the Samleikin PKI, including whether the services will be uninterrupted or error-free.

Note: To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you.

3. Limitation of Liability: This section applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to services provided under this section, and to the extent permitted by applicable law, Gjaldstovans total liability for damages sustained by you and any third party for any use or reliance on a specific certificate shall be limited, in the aggregate, to the amounts set forth in the Samleikin CP/CPS identified in the Certificate.

These liability limitations are cumulative and shall be the same regardless of the number of digital signatures, transactions, or relying party claims related to such Certificate. Gjaldstovan SHALL NOT be obligated to pay more than the total liability limitation for each Certificate that is relied upon.

4. Notices: All notices, demands or other communications under this Agreement to Gjaldstovan must be made in writing to: Attn: Operation manager: Jónsvein Simonsen.

5. Force Majeure: Neither of the parties to this Agreement shall be responsible to any other party for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties hereto.

6. Term: This Agreement shall be applicable for as long as you rely on a Certificate, use the Samleikin OCSP service, access or use the Samleikin CRL List information and in any matter of respect concerning the subject matter of this Agreement.

7. Governing Law

This agreement shall be governed in accordance with Faroese legislation.

If a dispute cannot be settled by conciliation, either of the parties may choose to bring the dispute before the ordinary courts. The venue is Føroya Rættur, Tórshavn.