

Relying Parties Agreement using SwissSign Qualified and Personal Platinum Certificates

of

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1 General

SwissSign AG operates SwissSign Platinum Certification Authority and its subordinates, SwissSign Qualified Platinum Certification Authority, SwissSign Personal Platinum Certification Authority and SwissSign Registration Authority (they are hereinafter referred to as SwissSign). SwissSign issues certificates (incl. associated private keys) whose function is to support digital signing.

The "SwissSign Platinum CA" is a root Certification Authority and the "SwissSign Qualified Platinum CA" is a subsidiary of the "SwissSign Platinum CA" and an issuing Certification Authority that has been certified to be conformant with the stipulations of the Swiss Digital Signature Law. The certification audit was executed by KPMG Klynfeld Peat Marwick Goerdeler SA, the official recognition body.

In order to properly verify a SwissSign Platinum Certificate, relying parties must accept and agree to the conditions specified in the documents

- "SwissSign Platinum Certificate Policy and Certification Practice Statement" for both SwissSign Qualified Platinum Certificates and SwissSign Personal Platinum Certificates,
- "SwissSign Qualified Platinum Certificate Policy and Certification Practice Statement" for SwissSign Qualified Platinum Certificates,
- "SwissSign Personal Platinum Certificate Policy and Certification Practice Statement" for SwissSign Personal Platinum Certificates, and
- "Relying Parties Agreement using SwissSign Qualified and Personal Platinum Certificates" for both SwissSign Qualified Platinum Certificates and SwissSign Personal Platinum Certificates.

These documents are published on the SwissSign website (<http://repository.swissign.com>).

The conditions stated in the above mentioned documents govern the relationship between SwissSign and its relying parties with respect to the verification of such certificates. In the event of inconsistent or conflicting provisions, the sorting order of the documents listed defines their precedence, i.e. the document higher in the list shall prevail over all subsequent documents.

Relying parties must be aware that SwissSign only issues qualified certificates together with the mandatory non-qualified authentication certificate. The non-qualified encryption certificate is optional. The SwissSign Platinum Certificates are recommended for medium-value commercial transactions, client authentication, data encryption and secure email applications.



2 Contact address

Use the following email address for questions or suggestions regarding the SwissSign Platinum services:

csp.feedback@swissign.com

All feedback, positive or negative, is welcome. SwissSign AG will respond in due time.



3 Duties and Obligations of Relying Parties

The Relying Party agrees to observe the following conditions:

- Platinum Certificates may only be used in accordance with the rules stipulated in the respective CP/CPS.
- The Relying Party is obliged to have an appropriate understanding of the proper use of public key cryptography as well as an understanding of the associated risks.
- SwissSign Certificates may be used exclusively in accordance with applicable laws, rules, and regulations and only for authorized intended purposes.
- It is the sole responsibility of the Relying Party to always use the certificate with due diligence and reasonable judgment.
- It is in the sole responsibility of the Relying Party to verify revocation status, legal validity, transaction limits and applicable policies.
- The revocation status can be checked via OCSP or via CRL (Certificate Revocation List). The Relying Party must be aware, that the CRLs are valid 10 days, but updated each day. Therefore the Relying Party shall always check the newest available CRL to have the complete, up to date revocation information.
- Should the situation arise that for technical reasons an updated CRL is not available, it is the relying party's responsibility to decide how long a CRL is to be trusted for revocation checking. This decision may depend on the type of transaction being authorized and the damage potential. Under no circumstances should the trust be extended beyond the maximum life time of the CRL.



4 Transaction Limit

The registration forms require a defined transaction limit, detailing liability limits, which is to be published in the respective certificate. The maximum value of such transaction limits is predefined by SwissSign. It is the sole responsibility of a third party relying upon such a certificate to verify its revocation status, legal validity, its transaction limits and applicable policies.

SwissSign is not liable for any damages to any party incurred by exceeding the transaction limit, to the extent permitted by applicable law.



5 Certificate Expiration

Validity of certificates issued through the SwissSign RA are limited up to the maximum remaining lifetime of the issuing CA certificate minus 10 days. Relying parties shall verify that a certificate is still valid and has not expired.

The relying party may choose to verify against the time the signature was created or to verify against the time of the validation. The relying party must be aware that this may lead to different results, if the time period between the creation of the signature and the validation is long.



6 Certificate Revocation

After revocation, the certificate becomes invalid. The Relying Party and/or the Certificate Holder are liable for any damages resulting from use of a revoked certificate. SwissSign will not assume any liability for any kind of damages resulting from such use.



7 Time-Stamping Services

SwissSign provides time-stamping services in compliance with the Time-Stamping Policy published on the SwissSign website (<http://repository.swisssign.com>).

Should the relying party accept a signature that does not contain an official time-stamp from a trustworthy source, the relying party is responsible for any and all damages resulting from falsified time-stamping information.



8 Legal Provisions for Using Certificates

Only a qualified certificate can perform digital signatures according to Swiss Law. It is the sole responsibility of a third party relying upon such a certificate to verify the legal validity and transaction limits of the certificate.

Non-qualified certificates issued by the SwissSign Personal Platinum Certification Authority can not be used for a qualified electronic signature as specified by Swiss Digital Signature Law (ZertES).



9 Liability

9.1 Liability of SwissSign

As far as qualified certificates are concerned SwissSign is liable for damages which are the result of SwissSign's failure to comply with Swiss Digital Signature Law (ZertES). SwissSign must supply evidence that they have adhered to applicable laws, rules and regulations.

SwissSign shall never be liable for any loss of profits, indirect and consequential damages, or loss of data, to the extent permitted by applicable law. SwissSign shall not be liable for any damages resulting from infringements by the Certificate Holder or the Relying Party on the applicable terms and conditions including the exceeding of the transaction limit.

9.2 Liability of the Relying Party

It is the sole responsibility of a third party relying upon such a certificate to verify its revocation status, legal validity, its transaction limits and applicable policies. The relying party is liable to SwissSign for any damages resulting from willful misconduct, failure to meet regulatory obligations, or noncompliance with other provisions for using the certificate. The Relying Parties and/or the Certificate Holder are fully liable for any damages resulting from the exceeding of the transaction limit specified in the certificate (Article 7 para. 2 ZertES and Article 16 para. 3 ZertES). The Relying Party is fully liable for any damages resulting from use and trust of a revoked or expired certificate.



10Force Majeur

SwissSign shall not be in default and the relying party cannot hold SwissSign responsible and/or liable for any damages that result from (but are not limited to) the following type of events: any delay, breach of warranty, or cessation in performance caused by any natural disaster, power or telecommunication outage, fire, unpreventable third-party interactions such as virus or hacker attacks, governmental actions, or labor strikes.

SwissSign shall take commercially reasonable measures to mitigate the effects of force majeure in due time.



11 Assignment

No rights or obligations arising from this agreement in whole or part shall be assignable or otherwise transferable by the Relying Party.



12 Amendments, Notices and Other Provisions

SwissSign may amend this Relying Party Agreement at their sole discretion. Amended Relying Party Agreements are published on the SwissSign website.

If this Relying Party Agreement and/or other legal documents are provided in additional languages to English, the English version of these documents will prevail.



13 Governing Law and Jurisdiction

The laws of Switzerland shall govern the validity, interpretation and enforcement of this contract, without regard to its conflicts of law. The application of the United Nations Convention on Contracts for International Sale of Goods shall be excluded. Exclusive place of jurisdiction shall be the commercial court of Zurich (Handelsgericht Zürich), Switzerland.



14 Authorization

Date	Approved by	Approved by	Version
14.03.2007	Michael Doujak	Melanie Raemy	1.0.0
28.04.2008	Adrian Humbel	Björn Kanebog	1.0.1



digital signature



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