

## **IDRBT CA Relying Party Agreement**

**YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE VALIDATING A IDRBT CA TRUST DIGITAL CERTIFICATE OR USING OR USING IDRBT CA'S DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY") OR ANY CERTIFICATE REVOCATION LIST ISSUED BY IDRBT CA. IF YOU DO NOT AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU ARE NOT AUTHORIZED TO USE IDRBT CA'S REPOSITORY OR ANY CRL.**

THIS RELYING PARTY AGREEMENT becomes effective when you submit a query to search for a Digital Certificate, or to verify a digital signature created with a private key corresponding to a public key contained in a Digital Certificate, or when you otherwise use or rely upon any information or services provided by IDRBT CA's Repository, IDRBT CA's website, or any CRL.

**1.** You acknowledge that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will choose to rely on the information in a Digital Certificate. For more information, see the resources contained in IDRBT CA's website at <http://idrbtca.org.in/>. YOU ARE RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN A DIGITAL CERTIFICATE. You acknowledge and agree that your use of IDRBT CA's Repository and Directory Services, your use of any CRL of IDRBT CA, and your reliance on any Digital Certificate shall be governed by IDRBT CA's Certification Practice Statement (IDRBT CA CPS) as amended from time to time, which is included by reference into this Agreement. The IDRBT CA CPS is published on the INFINET in the Repository at <http://idrbtca.org.in/repository.html> and <http://idrbtca.org.in/cps.html> and is available via E-mail by sending a request to: [idrbtca@idrbt.ac.in](mailto:idrbtca@idrbt.ac.in) Amendments to the IDRBT CA CPS are also posted in IDRBT CA's Repository at <http://idrbtca.org.in/repository.html>. The steps necessary to validate a Digital Certificate and verify a Digital Signature are contained in the IDRBT CA CPS. The IDRBT CA CPS permits you to use a CRL issued by IDRBT CA solely in connection with the reliance upon a Digital Certificate.

**2.** Except as permitted in this Agreement, you shall not download, access, copy, or use any CRL issued by IDRBT CA. In any event, you shall not sell, rent, lease, transfer, assign, or sublicense any CRL issued by IDRBT CA, in whole or in part, to anyone; shall not use or permit the use of the CRL by or on behalf of any other

person or entity; and shall not modify or create a derivative work of any CRL issued by IDBRT CA. Without limiting the generality of the foregoing:

(a) you shall not create a compilation or aggregation of information based on any information from CRL issued by IDBRT CA, and you shall not use any software that creates any such compilation or aggregation; and

(b) you shall not use any information in any CRL issued by IDBRT CA, directly or indirectly, to provide or offer to provide Certificate status checking products and/or services to anyone outside your organization.

**3.** For purposes of this agreement, "Subscriber" shall mean a person who is the subject of and has been issued an IDRBT CA Digital Certificate.

**4.** The limited warranties, the disclaimers of warranty, and limitations of liability are according to the section 2.2 of IDRBT CA CPS.

Section 2.2 of the IDRBT CA CPS sets forth a limited warranty. Except as expressly provided in there, IDRBT CA disclaim all warranties and obligations of every type, including any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranty of the accuracy of the information provided, and further disclaim any and all liability for negligence or lack of reasonable care.

In no event shall IDRBT CA be liable for any indirect, special, incidental, or consequential damages, or for any loss of profits, loss of data, or other indirect, consequential, or punitive damages arising from or in connection with the use, delivery, license, performance, nonperformance, or unavailability of digital certificates, digital signatures, or any other transactions or services offered or contemplated herein, even if IDRBT CA, have been advised of the possibility of such damages.

The combined aggregate liability of IDRBT CA to any and all persons concerning a specific digital certificate shall be limited to an amount not to exceed the following, for the aggregate of all digital signatures and transactions related to such certificate as shown in Table 1 below:

	<b>Liability Caps</b>
<b>Class 1</b>	Rs 500/-
<b>Class 2</b>	Rs 5000/-
<b>Class 3</b>	Rs 10000/-

Table 1: Liability Caps.

You demonstrate your knowledge and acceptance of the terms of this Relying Party Agreement by submitting a query to search for, or to verify the revocation status of, a Digital Certificate, by downloading a CRL issued by IDRBT CA or verifying the revocation status of a Digital Certificate using such CRL issued by IDRBT CA, or by otherwise using or relying upon any information or services provided by IDRBT CA's Repository or website. If you do not agree, do not submit a query and do not download, access, or use any CRL issued by IDRBT CA.