SITHS Relying Party Agreement

Revisionshistorik

Version	Datum	Författare	Kommentar
1.0	2019-10-16	SITHS Policy Authority	Fastställt

Relying Party Agreement for SITHS Certificates

Whether you are an individual or organization, you ("relying party") must read this relying party agreement for SITHS certificates each time before validating a SITHS-issued certificate, using SITHS online certificate status protocol (ocsp) services, accessing or using a SITHS certificate revocation list or relying on any information related to the SITHS certificate. If you do not agree to the terms of this agreement, do not submit a query and do not download, access, or rely on any information. In consideration of your agreement to these terms, you are entitled to use information as set forth herein as used in this agreement.

This agreement becomes effective each time you submit a query to search for a SITHS certificate or rely on any information in the manner set forth in the preamble above. This agreement shall be applicable for as long as you use and/or rely on such information.

A certificate is an electronic credential that uses public key cryptography. Each holder of a certificate has a public/private key pair. The private key, which is held securely by the holder, is used for creating digital signatures. The public key, which may be widely distributed, is used to enable others to verify digital signatures created by the holder of the private key. In order to rely on a public key, it is necessary that it be certified by an entity called a Certification Authority or CA. The CA binds a subscriber's public key to his or her identity, certifies the public key and creates an electronic credential called the certificate.

1. Definitions.
"Certificate Applicant" means an individual or organization that requests a certificate from a Certification Authority (CA).
"Registration Authority" "RA" or "Ansvarig Utgivare" means an entity approved by a CA to assist certificate applicants in applying for, approving, rejecting, or revoking certificates.
"Repository" means the collection of documents located at the link, which is accessible from the CA's website.
"Subscriber" means a person, organization, or entity who is the subject of and has been issued a certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the certificate.

2. Informed decision. You acknowledge and agree that:

- you have sufficient information to make an informed decision as to the extent to which you choose to rely on the information in a certificate;

- your use or reliance of any information is governed by this agreement and you shall bear the legal consequences of your failure to comply with the obligations contained herein.

You are solely responsible for deciding whether or not to rely on the information in a certificate.

3. Your obligations. As a relying party, you must ensure that your reliance on any information is reasonable by:

- assessing whether the use of a certificate for any given purpose is appropriate under the circumstances;
- utilizing the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a certificate in connection with each such operation; and
- checking the status of a certificate you wish to rely on, as well as the validity of all the certificates in its chain.

4. Limitations on use. You are hereby notified of the possibility of theft or other form of compromise of a private key corresponding to a public key contained in a certificate, which may or may not be detected, and of the possibility of use of a stolen or compromised key to forge a digital signature. SITHS CAs and RAs or "Ansvarig Utgivare" are not responsible for assessing the appropriateness of the use of a certificate.

5. Compromise of security. You shall not monitor, interfere with, or reverse engineer the technical implementation of the SITHS systems or otherwise intentionally compromise the security of the SITHS systems.

6. SITHS Warranties. SITHS PA warrants to relying parties who reasonably rely on a certificate that

- there are no material misrepresentations of fact in the certificate known to or originating from SITHS;
- certificates appearing in the repository have been issued to the individual, organization or device named in the certificate as the subscriber; and
- the certificate was issued in substantial compliance with the applicable certificate policy statement ("CPS") published at https://www.inera.se/siths/repository

7. Disclaimers of Warranties. Except for the expressed limited warranties contained in section 6, SITHS PA disclaims all other warranties, expressed, implied, or statutory, including without limitation, any implied warranty of merchantability, fitness for a

particular purposes, satisfaction of customer requirements, non-infringement, and any warranty arising out of a course of performance, dealing or trade usage. to the extent jurisdictions do not allow the exclusion of certain representations, warranties or guarantees, some of the above exclusions may not apply to you.

8. Indemnity. You agree to indemnify, defend and hold harmless SITHS PA, Inera AB, any CA or RA, and any of their respective officers, agents, employees, successors and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from:

- your failure to perform the obligations of a relying party in accordance with this agreement;
- your reliance on a certificate that is not reasonable under the circumstances; or
- your failure to check the status of a certificate to determine if the certificate is expired or revoked.

SITHS PA shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that:

- you keep SITHS PA informed of, and consult with SITHS PA in connection with the progress of such litigation or settlement;
- you shall not have any right, without written consent from SITHS PA, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of SITHS PA, or requires any specific performance or non-pecuniary remedy by SITHS PA; and
- SITHS PA shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this section 8 will survive any termination of this agreement.

9. Limitations 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. to the extent permitted by applicable law, SITHS shall not be liable for

- any loss of profit, business, contracts, revenue or anticipated savings, or
- any indirect or consequential loss.

The liability limitations provided in this section shall be the same regardless of the number of digital signatures, transactions, or claims related to such certificate.

Notwithstanding the foregoing, SITHS liability shall not be limited under this section in cases of personal injury or death arising from SITHS negligence or to any other liability which cannot be excluded by applicable law (including mandatory laws of any applicable jurisdiction). To the extend jurisdictions do not allow the exclusion of certain liability limitations, some of the above exclusions may not apply to you.

10. Severability. If any provision of this agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

11. Governing Law. This agreement and any disputes relating to the services provided hereunder shall be governed and interpreted according to Swedish law.

12. Dispute Resolution. To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this agreement, you shall notify SITHS PA, and any other party to the dispute for the purpose of seeking business resolution.

13. Non-Assignment. Except as stated otherwise, your rights under this agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this agreement voidable at the option of SITHS PA.

14. Notices. You will make all notices, demands or requests to Inera AB with respect to this agreement in writing to the SITHS Policy Authority stated in the SITHS Certificate Policy.

15. Entire Agreement. This agreement constitutes the entire understanding and agreement between SITHS PA and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.