

AMAZON TRUST SERVICES RELYING PARTY AGREEMENT

You must read this Amazon Trust Services Relying Party Agreement (“*Agreement*”) before accessing, using, or relying on any digital certificates or related certificate services or information provided by Amazon Trust Services, LLC (“*ATS*”), including accessing or using any public key infrastructure or online database of certificate information provided by or on behalf of ATS (all of the foregoing, together with any and all information, content, materials, products (including software, if any) or other services included on or otherwise made available to you through such public key infrastructure or other certificate services, and all of ATS’ hardware, software, networking, and communications infrastructure used to provide such services, the “*Amazon PKI*”). If you do not agree to the terms of this Agreement, do not submit a query to, and do not download, access, use, or rely on any aspect of, the Amazon PKI. By submitting any query to, or otherwise by downloading, accessing, using, or relying on any aspect of, the Amazon PKI, you are deemed to have accepted all terms of this Agreement (which form a binding legal contract between the individual engaged in the foregoing acts, and such person’s employer or other principal if acting on behalf of a third party (such individual and any such entities, collectively, “*you*” or “*your*”) and ATS). In consideration of your agreement to these terms, you are entitled to use the Amazon PKI as set forth in this Agreement.

Section 1. Definitions.

- (a) “*Applicant*” means an individual or organization that requests issuance of a Certificate by a CA.
- (b) “*Certificate*” means a digitally-signed document that states the user’s name and public key in the version 3 format specified by ITU-T Recommendation X.509 and that is issued by ATS or its supplier within the Amazon PKI.
- (c) “*Certification Authority*” or “*CA*” means an entity that issues, suspends, or revokes Certificates in accordance with its Certificate policies and CPS. For purposes of this Agreement, CA means ATS or its suppliers.
- (d) “*Certification Practice Statement*” or “*CPS*” means a document that describes the practices employed by a Certificate Authority when issuing and managing Certificates. ATS’ CPS is published at <https://www.amazontrust.com/repository/>.
- (e) “*Registration Authority*” or “*RA*” means an entity approved by CA to assist Applicants in applying for, approving, rejecting, or revoking Certificates.
- (f) “*Relying Party*” means an individual or organization that relies on the Amazon PKI or any Certificate or other information within or provided through it.
- (g) “*Repository*” means the documents located at the “repository” link within the website for the Amazon PKI. As of the Effective Date, the Repository is located at <https://www.amazontrust.com/repository/>.
- (h) “*Subscriber*” means a person, organization, or entity to whom or to which CA has issued a Certificate.

Section 2. Informed Consent. You represent and warrant: (a) you have sufficient information to make an informed choice regarding the extent to which you elect to rely on the Amazon PKI or any Certificates or other information in or provided through it; (b) your use of or reliance on the Amazon PKI and all Certificates and other information provided in or through it is governed by this Agreement; (c) you will be liable to ATS if you breach this Agreement; (d) you are solely responsible and liable for deciding whether or not to rely on a Certificate or any other information provided in or through the Amazon PKI; and (e) if you are entering into this Agreement on behalf of an entity, you have all right, power, and authority necessary to do so.

Section 3. Certificates.

Section 4. Your Obligations. As a Relying Party, you must not rely on the Amazon PKI or any Certificates or other information in or provided through it unless you have personally verified that doing so is reasonable, including by: (a) assessing whether use of a Certificate for a given purpose is appropriate under the circumstances; (b) using appropriate technology to verify the digital signature and perform other cryptographic operations; and (c) checking Certificate status, and the validity of all Certificates in the applicable Certificate's chain, before you rely on a given Certificate. You will not, and have no right to, rely on any Certificate without at least complying with the foregoing clauses (a) – (c). ATS, its suppliers, and any RAs are not responsible for assessing the appropriateness of the use of the Amazon PKI or any Certificates or other information in or provided through it.

Section 5. Limitations. You will not, and have no right to, use, or provide access to, any Certificate for use in connection with any nuclear facilities, aircraft navigation, aircraft communications, flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3, or equivalent), weapons systems, or in any other applications in which the failure or compromise of any aspect of the Amazon PKI, or any Certificates or other information in or provided through it, could lead to death, personal injury, or severe physical or environmental damage. You also will not use any Certificates as proof of identity or as support of non-repudiation of identity or authority.

Section 6. Security. You will not, and have no right to, monitor, interfere with, or reverse engineer the Amazon PKI, or any Certificates or other information in or provided through it, or otherwise intentionally compromise the security of the Amazon PKI (except to the extent expressly permitted by applicable law despite this limitation or otherwise on ATS' express, prior, written approval in each case).

Section 7. Privacy. Please review Amazon Web Services, Inc.'s Privacy Policy, which also governs your use of the Amazon PKI, to understand ATS' privacy practices related to the Amazon PKI.

Section 8. Proprietary Rights. As between the parties, the Amazon PKI, and all content in it or provided through it (e.g., Certificates, text, graphics, images, audio, software, and other technology and information of any kind), and all intellectual property and other proprietary rights in the Amazon PKI and such content, is owned solely by ATS or its suppliers or licensors and is protected by U.S. and international intellectual property laws and other laws.

Section 9. Disclaimer of Warranties and Limitation of Liability. (a) The Amazon PKI is provided by ATS on an "as is" and "as available" basis; (b) ATS and its affiliates make no representations or warranties of any kind, express or implied, as to the operation of the Amazon PKI; (c) to the maximum extent permitted by applicable law, ATS and its affiliates disclaim all warranties (express, implied, or otherwise), including implied warranties of merchantability and fitness for a particular purpose; (d) ATS and its affiliates do not warrant that the Amazon PKI is free of viruses or other harmful components; and (e) your use of the Amazon PKI is at your sole risk. It is possible that a private key corresponding to a public key contained in a Certificate can be stolen or otherwise compromised, and such theft or compromise may not be immediately detected. It is also possible to use a stolen or compromised key to forge a digital signature. Although ATS makes efforts to prevent such theft or compromise, ATS and its affiliates are not warranting that the Amazon PKI will be free from theft or compromise. ATS and its affiliates will not be liable for any non-direct damages of any kind arising from the use of the Amazon PKI, or any of it, including indirect, incidental, punitive, special, and consequential damages, unless otherwise specified in writing. ATS and its affiliates' maximum, aggregate liability to you for any damages or any kind or nature arising out of or related to this Agreement will not, under any circumstances, exceed \$100. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

Section 10. Indemnity. You will defend, indemnify, and hold harmless ATS, its affiliates, their directors, officers, employees, agents, successors, assigns, and any third-party Certificate Authority or RA providing services to ATS or any of its affiliates in relation to this Agreement (collectively, “**Amazon Indemnified Parties**”) from and against any and all Claims. “**Claim**” means any demand, suit, or other action made or brought by an unaffiliated third party (including costs, losses, damages, and expenses (including reasonable attorneys’ fees) related to such third-party claim) to the extent arising from your: (a) failure to perform the obligations of a Relying Party under this Agreement; (b) reliance on the Amazon PKI or any constituent elements of it, including any Certificate, that is not reasonable under the circumstances; or (c) failure to check a Certificate’s status before relying on it. ATS will notify you in writing of the Claim and permit you, using mutually-agreed counsel, to answer and defend the Claim (although ATS’ failure to notify you will not relieve you of any liability under this Section 10, except to the extent such failure materially prejudices your ability to defend such Claims). ATS will, on your reasonable request and at your expense, also provide you with reasonable assistance in defending the Claim. You will not stipulate, admit, or acknowledge any fault or liability on the Amazon Indemnified Party’s part without ATS’ express, prior, written consent. ATS may participate in the defense of Claims at its own expense and with counsel of its own choosing. If at any time ATS reasonably determines that any Claim might adversely affect any Amazon Indemnified Party, then without limiting your indemnification obligations, ATS may take control of the defense of the Claim.

Section 11. Term. The term of this Agreement begins when you have accepted its terms as provided in the preamble above. Either party may terminate this Agreement at any time, for any reason or no reason, effective on notice to the other party in accordance with Section 16. On termination of this Agreement for any reason, you will immediately cease use of the Amazon PKI.

Section 12. Disputes.

(a) Arbitration. Any dispute or claim relating in any way to your use of the Amazon PKI will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can, however, award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.**

(b) Procedure. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to ATS’ registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules. ATS will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator determines the claims are frivolous. Likewise, ATS will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

(c) Class Action Waiver. You and ATS each agree that any claim or dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and ATS each waive any right to a jury trial. You and ATS also agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Section 13. Applicable Law. By using the Amazon PKI, you agree that the Federal Arbitration Act, applicable federal law, and the laws of Washington State, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and ATS.

Section 14. Modification. ATS reserves the right to make changes to this Agreement (excluding Section 12) at any time effective by posting the updated terms to the Amazon PKI website, solely with prospective effect. By continuing to access or use the Amazon PKI, or any of it, after such posting of updated terms, you are deemed to have agreed to such updated Agreement terms.

Section 15. Assignment. You may not assign this Agreement, or any rights or duties under it, directly or indirectly (e.g., by merger, consolidation, other corporate reorganization, or a transfer or sale of a controlling interest), by operation of contract, law, or otherwise, except with ATS' express, prior, written consent. Any attempted assignment that violates this Section 15 is a material breach and is void. Subject to the rest of this Section 15, this Agreement will bind and benefit the parties' successors and permitted assigns.

Section 16. Notice. (a) To you. ATS may provide notice to you under this Agreement by posting a notice on the ATS website, currently located at <https://www.amazontrust.com/repository/>; (b) To ATS. To give ATS notice under this Agreement, you must contact ATS as follows: (i) by facsimile transmission to 206-266-7010; or (ii) by personal delivery, overnight courier or registered or certified mail to Amazon Trust Services, LLC, 410 Terry Avenue North, Seattle, WA 98109-5210. ATS may update the facsimile number or address for notices to us by posting a notice on the ATS web site. Notices provided by ATS are effective upon the date of posting to the website. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent; (c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

Section 17. Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes with its or its affiliates' employees, industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Section 18. Waiver. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. Any waivers granted under this Agreement are effective only if recorded in a writing signed by an authorized representative of the party granting such waiver.

Section 19. Remedies. Except as otherwise set forth in this Agreement, all rights and remedies specified under this Agreement are in addition to any other remedies that may be available at law or in equity.

Section 20. Severability and Interpretation. If a court of competent jurisdiction finds any part of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to effect the parties' intent. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: (a) lists of examples following "e.g.", "including", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely"; (b) any monetary amounts are expressed and, if applicable, payable, in U.S. dollars; and (c) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at the specified URLs. The section headings of this Agreement are for convenience only and have no interpretive value.

Section 21. Entire Agreement; English Language. This Agreement includes the CPS and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

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Last updated September 09, 2016