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TunTrust Relying Party Agreement

Review

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	Author	Verified by	Approved by
Entity :	TunTrust	Steering comity of Integrated Management System	TunTrust Board of Directors
Date :	30/08/2018	31/08/2018	31/08/2018

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YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING A QUERY WITH REGARD TO THE STATUS OF A TUNTRUST CERTIFICATE (“CERTIFICATE VALIDATION”) OR BEFORE USING OR OTHERWISE RELYING ON INFORMATION OR SERVICES PROVIDED THROUGH TUNTRUST’S WEBSITE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE OR RELY UPON ANY CRL, INFORMATION, AND SERVICES THAT TUNTRUST PROVIDES THROUGH ITS WEBSITE. TUNTRUST MAY CONSEQUENTLY NOT BE HELD LIABLE FOR ANY KIND OF DAMAGES INCURRED FROM ANY SUCH USE OR RELIANCE. FOR ANY INFORMATION RELATED TO THIS AGREEMENT, E-MAIL US AT ndca.pki@tuntrust.tn.

1. Scope of this Agreement

This relying party Agreement (“this Agreement”) controls the use of information provided by TunTrust as regards:

- Information provided as a result of a search for a certificate;
- The verification of the status of digital signatures created with a private key corresponding to a public key contained in a certificate (“the certificate validation”);
- Information published on the website of TunTrust;
- Any services advertised or provided through the website of TunTrust.

2. Exceptions

This Agreement does not apply to information provided in or used from demo, free, and test certificates.


3. Parties - Binding Effect

This Agreement becomes effective between TunTrust and the Party (“the Relying Party”) when the latter submits a certificate validation query or otherwise uses or relies upon any information provided by TunTrust through its website.

4. Relying party representations and warranties

Each Relying Party represents that, prior to relying on a TunTrust Certificate, it:

1. Obtained sufficient knowledge on the use of digital Certificates and PKI,
2. Studied the applicable limitations on the usage of Certificates and agrees to TunTrust’s limitations on liability related to the use of Certificates,
3. Has read, understands, and agrees to the TunTrust CP/CPS published on <https://www.tuntrust.tn/repository>,
4. Verified both the TunTrust Certificate and the Certificates in the certificate chain using the relevant CRL or OCSP,
5. Will not use a TunTrust Certificate if the Certificate has expired or been revoked, and

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6. Will take all reasonable steps to minimize the risk associated with relying on a digital signature, including only relying on a TunTrust Certificate after considering:
- a) applicable law and the legal requirements for identification of a party, protection of the confidentiality or privacy of information, and enforceability of the transaction;
 - b) the intended use of the Certificate as listed in the certificate or the CP/CPS;
 - c) the data listed in the Certificate;
 - d) the potential loss or damage that would be caused by an erroneous identification or a loss of confidentiality or privacy of information in the application, transaction, or communication;
 - e) the Relying Party's previous course of dealing with the Subscriber;
 - f) the Relying Party's understanding of trade, including experience with computer-based methods of trade, and
 - g) any other indicia of reliability or unreliability pertaining to the Subscriber and/or the application, communication, or transaction.

Any unauthorized reliance on a Certificate is at a party's own risk.

5. Quality of information – TunTrust Undertakings

TunTrust recognizing its trusted position shall use best efforts to ensure the Relying Party that information contained in its certificates is accurate and correct. Tuntrust shall take all reasonable steps to ensure the Relying Party that information contained in its records and directories is adequate, i.e. by updating them timely.

6. Quality of information - Acknowledgement


The Relying Party acknowledges that she has adequate information to decide whether to rely upon the information provided in a TunTrust certificate.

7. Decision on reliance – Indirect damages

The Relying Party is solely responsible for deciding whether or not to rely on the information provided by TunTrust. The Relying Party is solely responsible for all indirect damages suffered as a result of the certificate validation or the use and reliance upon information provided by TunTrust through its website.

8. CP/CPS

Should any of the provisions of this Agreement contradict with the provisions of the TunTrust CP/CPS, the CP/CPS shall prevail. As regards liability issues TunTrust cannot accept any liability other than that recognized in the TunTrust CP/CPS <http://www.tuntrust.tn/repository> that governs the use of the services of TunTrust.

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9. Severability

If any provision of the TunTrust CP/CPS, including limitation of liability clauses, is found to be invalid or unenforceable, the remainder of the CP/CPS will be interpreted in such manner as to effect the original intention of the parties.

Each and every provision of the CP/CPS that provides for a limitation of liability, is intended to be severable and independent of any other provision and is to be enforced as such.

10. Dispute settlements

Parties are required to notify TunTrust and attempt to resolve disputes directly with TunTrust before resorting to any dispute resolution mechanism, including adjudication or any type of alternative dispute resolution.

11. Governing Law

This agreement is governed, construed and interpreted in accordance with the laws of Tunisia. This choice of law is made to ensure uniform interpretation of this agreement, regardless of the place of residence or place of use of TunTrust Certificates or other products and services. The law of Tunisia applies also to all TunTrust commercial or contractual relationships in which this agreement may apply or quoted implicitly or explicitly in relation to TunTrust products and services where TunTrust acts as a provider, supplier, beneficiary receiver or otherwise.

Each party, including Tuntrust partners, Subscribers and Relying Parties, irrevocably submit to the jurisdiction of the district courts of Ariana, Tunisia.