The Digital Certificate you have received has been issued by QuoVadis. By using that Certificate you are participating in the QuoVadis Public Key Infrastructure (QV PKI) and do so in accordance with the terms of this (End User) Certificate Holder Agreement. For the purposes of:

(a) the Electronic Transactions Act 1999 – Bermuda (the "ETA") ;
(b) Bundesgesetz über Zertifizierungsdienste im Bereich der elektronischen Signatur (ZertES, SR 943.03) - Switzerland, (Zert ES);
and
(c) the European PKI standard ETSI TS 101.456: 2005 – Europe (ETSI),

the effectiveness of any message from QuoVadis is not conditional upon any acknowledgement of receipt from Certificate Holders. By participating within the QV-PKI after notice of any amendment to this Certificate Holder Agreement is posted, Certificate Holders irrevocably agree to be bound by the Certificate Holder Agreement, as amended.

1.   Background: As a condition to obtaining or utilizing Certificates or otherwise participating within the QV-PKI, Certificate Holders must accept and agree to be bound by this Certificate Holder Agreement in its entirety. If Certificate Holders do not accept the terms of this Certificate Holder Agreement they are not authorised to hold or utilize Certificates or otherwise participate within the QV-PKI.

2.   QuoVadis Obligations: QuoVadis shall, during the term of this Certificate Holder Agreement, act as the Certificate Authority within the QV-PKI and perform its obligations as specified in this Certificate Holder Agreement and the applicable QuoVadis CP/CPS.

3.   Duties and Obligations of Certificate Holders
3.1   General Terms and Conditions of Use of QV-PKI: The Certificate Holder acknowledges and agrees that all digital transmissions authenticated through the use of a Certificate shall have the same legal effect, validity and enforceability as if the digital transmission had been in writing and duly signed by the parties thereto in accordance with all applicable laws, rules and regulations. The Certificate Holder shall not dispute, contest or otherwise challenge the legal effect, validity or enforceability of a digital transmission authenticated through the use of a Certificate solely because it is in digital form.

3.2   Certificate Holder Obligations: A Certificate Holder, represents, warrants and covenants with and to QuoVadis that it shall both as an applicant for a Certificate and as a Certificate Holder submit accurate and complete information in accordance with the requirements of the Registration Authority processing that information;

(a) secure its Private Key and take all reasonable and necessary precautions to prevent the theft, unauthorized viewing, tampering, compromise, loss, damage, interference, disclosure, modification or unauthorized use of its Private Key (to include password, hardware token or other activation data used to control access to the Participant's Private Key);

(b) exercise sole and complete control and use of the Private Key that corresponds to the Certificate Holder's Public Key;

(h) take all reasonable measures to avoid the compromise of the security or integrity of the QV-PKI.

3.3   Responsibilities for Certificate Holders utilizing Secure Signature Creation Devices (SSCD): Where a Certificate/KeyPairs reside on a SSCD, for example a smartcard or cryptographic USB token or other secure media, the Certificate Holder represents, warrants and covenants with and to QuoVadis that it shall;

(a) not use personal data (for example name, passport number, date of birth) as the activation code or password for the SSCD;

(b) separately store (if necessary) the activation code or password from the SSCD; and

(c) change the activation code or password if the Certificate Holder knows or reasonably ought to know that the activation code or password has been compromised.

4.   Authorised Reliance: A Certificate Holder is deemed an Authorised Relying Party under the terms of the applicable QuoVadis CP/CPS. An Authorised Relying Party shall not place reliance on a Certificate unless the circumstances of that intended reliance constitute Reasonable Reliance (as set out below) and that Authorised Relying Party is otherwise in compliance with the

6.2   Termination: This Certificate Holder Agreement shall automatically terminate with respect to a Certificate Holder issued with a Certificate in the event that Certificate is revoked.

6.3   General: With respect to all Certificate Holders issued a Certificate otherwise than on an SSCD, this Certificate Holder Agreement shall begin from the time you accept the Certificate and shall continue until terminated as provided above. Termination of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination. With respect to all Certificate Holders issued a Certificate contained on an SSCD, this Certificate Holder Agreement shall begin from the time you accept your SSCD and shall continue until terminated as provided above. Termination of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination.

6.4   Governing Law and Jurisdiction: The Relationships between the Participants are dealt with under the system of laws applicable under the terms of the contracts entered into. In general these can be summarised as follows:

(a)   dispute between Root Certification Authority and Issuing Certification Authority is dealt with under Bermuda Law;

(b)   dispute between Issuing Certification Authority and Registration Authority is dealt with under the applicable law of the Issuing Certification Authority; and

(c)   dispute between Issuing Certification Authority and Authorised Relying Party is dealt with under the applicable law of the Issuing Certification Authority.

For Qualified Certificates, in accordance with the Swiss Digital Signature law, all disputes shall be dealt with under Swiss Law.

Any controversy or claim between two or more participants in the QV-PKI (for these purposes, QuoVadis shall be deemed a "participant within the QV-()-2.51wifdeemed a