

- a) Prior to relying on the Certificate or other authentication product or service, you checked all status information provided by QuoVadis related to the Certificate or other authentication product or service to confirm that the information was still valid and that the product or service had not expired or been revoked. For Certificates, this includes checking to ensure that each Certificate in the Certificate Chain is valid, unexpired, and non-revoked (by using any CRL or OCSP information available). For Site Seals, this includes verifying the Site Seal's authenticity and validity directly with QuoVadis and receiving a clear confirmation that the Subject was and remains authorized to display or use the Site Seal.
- b) Prior to relying on an authentication product or service, you gathered sufficient information to make an informed decision about the proper use of the authentication product or service and whether your intended reliance on the authentication product or service was reasonable in light of the circumstances. This includes evaluating the risks associated with your intended use and the limitations associated with the authentication product or service provided by QuoVadis.
- c) Your reliance on the authentication product or service is reasonable based on the circumstances. Your reliance will be deemed reasonable if:
 - i) the attributes of the Certificate relied upon and the level of assurance in the Identification and Authentication provided by the Certificate are appropriate in all respects to the level of risk and the reliance placed upon that Certificate by the Relying Party;
 - ii) the Relying Party has, at the time of that reliance, used the Certificate for purposes appropriate and permitted by the CP/CPS and under the laws and regulations of the jurisdiction in which the Relying Party is located;
 - iii) the Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought reasonably to have been known, to the Relying Party;
 - iv) the Relying Party has, at the time of that reliance, verified the Digital Signature, if any;
 - v) the Relying Party has, at the time of that reliance, verified that the Digital Signature, if any, was created during the Operational Term of the Certificate being relied upon;
 - vi) the Relying Party ensures that the data signed has not been altered following signature by utilising trusted application software,
 - vii) the signature is trusted and the results of the signature are displayed correctly by utilising trusted application software;
 - viii) the identity of the Subscriber is displayed correctly by utilising trusted application software; and
 - ix) any alterations arising from security changes are identified by utilising trusted application software.

Note: If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances.

5. DISCLAIMERS AND LIMITATION OF LIABILITY

- a) **Warranty Disclaimers.** OTHER THAN AS PROVIDED IN SECTION 3, THE CERTIFICATES AND OTHER AUTHENTICATION PRODUCTS AND/OR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUOVADIS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. QUOVADIS DOES NOT WARRANT THAT ANY CERTIFICATE OR OTHER PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ACCESS TO THE CERTIFICATES OR OTHER PRODUCTS OR SERVICES WILL BE TIMELY OR ERROR-FREE. QUOVADIS DOES NOT WARRANT ANY THIRD PARTY PRODUCT OR SERVICE, INCLUDING ANY DOCUMENT SIGNED WITH A QUOVADIS CERTIFICATE OR WEBSITE THAT IS SECURED BY A QUOVADIS CERTIFICATE OR DISPLAYING A QUOVADIS SITE SEAL. QuoVadis does not guarantee the accessibility of any products or services and may modify or discontinue offering any products or services at any time.
- b) **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) QUOVADIS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS,

DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE "QUOVADIS ENTITIES") WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR A QUOVADIS PRODUCT OR SERVICE; AND (B) THE QUOVADIS ENTITIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO AGREEMENT WILL NOT EXCEED THE ACTUAL DAMAGES ACCORDING SUFFERED BY YOU ACCORDING TO THE CLASS OF CERTIFICATE RELIED UPON AND LIMITED, PER RELYING PARTY AND IN THE AGGREGATE, TO THE AMOUNT SET FORTH IN THE TABLE BELOW, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER QUOVADIS HAS BEEN

arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

For Swiss Qualified Certificates such arbitration shall, unless agreed otherwise between the parties, take place in Switzerland.

For Qualified Certificates issued in accordance with eIDAS, arbitration for disputes related to financial or commercial matters will be dealt with in the country of the relevant QuoVadis entity named in the contract with the client. Arbitration for Certificate-related disputes will be dealt with in the country named in relevant QuoVadis Issuing CA Certificate.

- f) **Severability.** The invalidity or unenforceability of a provision under this Agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this Agreement. The parties will substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.
- g) **Rights of Third Parties.** No third party has any rights or remedies under this Agreement.
- h) **Compliance with Law.** Each party will comply with all applicable federal, state, and local laws and regulations in connection with its performance under this Agreement. You hereby acknowledge and agree that the technology you are accessing may be subject to applicable export control, trade sanction, and physical or electronic import laws, regulations, rules and licenses. QuoVadis reserves the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to you, if you fail to comply with this provision.
- i) **Interpretation.** The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version