
ASSURITY CERTIFICATION AUTHORITY RELYING PARTY AGREEMENT

- 1. General**
- 1.1 Agreement:** This Relying Party Agreement (“**Agreement**”) sets out the terms and conditions upon which the Government of Singapore’s appointed National Certification Authority, Assurity Trusted Solutions Pte. Ltd. (Unique Entity No. 201013383H) (the “**Certification Authority**”, “**CA**”) (“**we**”, “**us**” or “**our**”), provides the Certificate Services to you (the “**Relying Party**” or “**you**”). Please read this Agreement carefully. Capitalised words and phrases in this Agreement shall have the meanings ascribed to them in Clause 2.1.
- 1.2 Acceptance:** By submitting a query to, or by accessing or using any part of the Certificate Services, Certificate, Key Pair, Channels, or the Repository Materials, as the case may be, you acknowledge that you have read and understood this Agreement and unconditionally agree and accept to be legally bound by and to comply with this Agreement and any amendments thereto from time to time. If you do not agree to any of the terms of this Agreement, please do not access or use the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials.
- 1.3 Non-compliance:** Any non-compliance with this Agreement, whether intentionally or otherwise, may result in action being taken against you, including but not limited to a civil claim.
- 1.4 Additional Materials:** In addition to this Agreement, please ensure you have read and understand the Certificate Policy and the Certification Practice Statement, both of which are available at the Repository and as may be amended from time to time at the sole discretion of the CA, because they also apply to the access and use of the Certificate Services.
- 1.5 No involvement of us or our Service Providers in the Transactions:** This Agreement does not govern the Transaction between you and Subscribers. We and our Service Providers do not endorse, sponsor, or certify the Transaction, nor are we or our Service Providers involved in the provision of the same. We and our Service Providers shall not be liable in any way for the Transaction provided to any person. You shall not involve us and our Service Providers in any dispute with or claim, and we are not obliged to provide any litigation assistance or support to you or your agents, assigns and successors in respect of any dispute with or claim against such person relating to such Transaction.
- 1.6 Contact:** The Certificate Services and the Repository Materials are provided to you by or on our behalf. If you have any questions about this Agreement or the Certificate Services, you may contact us at:
- Assurity Trusted Solutions Pte. Ltd.**
Email: nca.ops@assurity.sg
Address: 460 Alexandra Road, #28-04/05/06, PSA Building,
Singapore 119963
- 2. Definitions and Interpretation**
- 2.1** In this Agreement, the following definitions shall apply unless the context requires otherwise. Any terms not defined herein shall have the meaning set forth in the CPS (defined below):
- 2.1.1** “**CA Indemnified Parties**” is defined in Clause 6.1;
- 2.1.2** “**Certificate**” means a digitally-signed record issued by us that is a public-key certificate in the format specified by ITU-T Recommendation X.509, issued by us to bind a Public Key and a

Subscriber's identity;

- 2.1.3** “**Certificate Policy**” or “**CP**” means our Certificate Policy, as updated from time to time, available at the Repository;
- 2.1.4** “**Certificate Revocation List**” or “**CRL**” means a list of Certificates that have been revoked by us before their expiration date and should no longer be trusted;
- 2.1.5** “**Certificate Services**” refer to any and all of the services provided by us or our Service Providers in relation to Certificate issuance, management or revocation, Certificate status validation or any other services provided under this Agreement, whether provided to a Subscriber, Relying Party or any third party;
- 2.1.6** “**Certification Practice Statement**” or “**CPS**” means a statement, as may be revised from time to time, specifying the practices that we employ in issuing and managing Certificates;
- 2.1.7** “**Channel**” means any website, webpage, application, online or electronic platform (including social media platform) or other online or electronic location, venue or resource, of ours (or branded by us) or designated by us from time to time, where or through which the Certificate Services or information relating to Certificate Services is made available by us, and includes any information, image, sound, graphic, video, software and any other subject matter or materials, in whatever form, made available therein;
- 2.1.8** “**Compromise**” means a loss, theft, disclosure, modification, unauthorised use, or other breach of security related to a Certificate, Private Key or Certificate Services;
- 2.1.9** “**ETA**” means the Electronic Transactions Act (Cap. 88);
- 2.1.10** “**Force Majeure**” means any act of God, war, hostilities, invasion, act of foreign enemies, rebellion, revolution, strike, riot or civil commotion, insurrection, civil war, strike or lock-out, epidemic, pandemic, quarantine measure, acts of terrorism or cyber-terrorism, sabotage, atomic nuclear reaction, haze, flood, storm, a third party's interference with our or our Service Providers' computer systems, hacking, cyber-attack, computer viruses and the stability or availability of the Internet or a portion thereof or a network or device failure external to its data centres, and, without limitation to the foregoing, any event or circumstance not within our or our Service Provider's reasonable control of which prevents or delays such party's performance or observance of its obligation under this Agreement;
- 2.1.11** “**Government Technology Agency**” means the body corporate established under the Government Technology Agency Act 2016 (No. 23 of 2016);
- 2.1.12** “**Individual Aggregate Limit**” is defined in Clause 5.10.1;
- 2.1.13** “**Intellectual Property Rights**” means any and all rights existing from time to time, whether existing now or in the future, under any

trademark law, copyright law, patent law, trade secret law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, or capable of protection in any relevant country in the world;

- 2.1.14 “**Key Pair**” means the Private Key and its associated Public Key;
- 2.1.15 “**OCSP**” means online certificate status protocol to report the real-time revocation status of Certificates;
- 2.1.16 “**Organisation**” means a company, body corporate, partnership, association or other entity;
- 2.1.17 “**Overall Aggregate Limit**” is defined in Clause 5.10.2;
- 2.1.18 “**PDPA**” means the Personal Data Protection Act 2012 (Act No. 26 of 2012);
- 2.1.19 “**personal data**” shall have the meaning as set out in the PDPA;
- 2.1.20 “**PKI Participant**” means a person or Organisation that plays a role in the public key infrastructure, as set out in Section 1.3 of the CPS;
- 2.1.21 “**Privacy Statement**” is defined in Clause 7.1;
- 2.1.22 “**Private Key**” means the private key used to create a digital signature or to decrypt an electronic record or file that was encrypted with the corresponding public key;
- 2.1.23 “**Public Key**” means the public key used to verify a digital signature created with the corresponding private key or to encrypt an electronic record such that it may be decrypted with only the corresponding private key;
- 2.1.24 “**Registration Authority**” or “**RA**” means an Organisation appointed by us to assist individuals or Organisations in their application, approval, rejection, issuance or revocation of Certificates;
- 2.1.25 “**Repository**” means the repository of documents maintained by us pertaining to Certificates’ issuance and validation processes, such as CPS and related agreements. The Repository may be found at <https://www.nca.gov.sg/repository>;
- 2.1.26 “**Repository Materials**” means any and all works of authorship, documents, software, content, know-how, inventions, processes, designs and any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter) supplied or made available to you in connection with the Certificate Services, via the Repository or otherwise;
- 2.1.27 “**Service Provider**” means the RA, and any agent, principal or subcontractor appointed by us;
- 2.1.28 “**Subscriber**” means the person or Organisation to whom or to which

we have issued a Certificate and who is authorised to use the Private Key that corresponds to the Public Key in the Certificate;

2.1.29 “**Transaction**” means any transaction between the Subscriber and the Relying Party, be it a service or product offered or any other transaction, in the course of which there is use of a Certificate or digital signature associated with a Certificate;

2.1.30 “**Updates**” is defined in Clause 9.1; and

2.1.31 “**Valid Certificate**” means a Certificate which has not expired, is not under suspension and has not been revoked.

2.2 Interpretation: Unless the contrary intention appears: (i) the Certificate Practice Statement, Certificate Policy, Privacy Statement, exhibits, attachments, schedules and appendices to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include all the aforementioned; (ii) references to “*Clauses*” shall be deemed to be references to the clauses of this Relying Party Agreement; (iii) headings are inserted for convenience only and do not affect the interpretation of this Agreement; (iv) words importing the singular include the plural and *vice versa*; (v) references to persons are to be construed as references to an individual or a body corporate as the context requires; (vi) whenever the words “*include*”, “*includes*” or “*including*” are used in this Agreement, they will be deemed to be followed by the words “*without limitation*”; (vii) references to “*use*” (and the grammatical variations thereof) in relation to the Certificate, Certificate Services, and Key Pair shall be deemed to include any “*reliance on*”; and (viii) any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.

3. Access and Use

3.1 Informed decision on use of Certificate or Certificate Services

3.1.1 You shall not use the Certificate or Certificate Services unless you have:

- (i) determined that such use of the Certificate or Certificate Services by you is reasonable and appropriate under the given circumstances, including considering:
 - (a) the nature and economic value of the transaction and the level of risk in light of the attributes of such Certificate or Certificate Services and the level of assurance of identity and authentication of the Subscriber provided by such Certificate or Certificate Services as described in the CP and CPS;
 - (b) the potential loss or damage that would be caused by an erroneous reliance or identification or a loss of confidentiality or privacy of information, or unenforceability of the Transaction;
 - (c) your previous course of dealing with the Subscriber (if

any); and

- (d) any other indicia of reliability or unreliability pertaining to the Subscriber or the application, communication, or Transaction;
- (ii) checked such Certificate (including referencing the CRL and OCSP responses available at the Repository) to determine if it is a Valid Certificate;
- (iii) established trust in us by verifying the certification path in accordance with the Certificate's trust chain from the Certificate up to the root CA's Certificate;
- (iv) verified that the Subscriber possesses the asymmetric Private Key corresponding to the Public Key (e.g. through digital signature verification), and has used such Public Key, in compliance with this Agreement, CP and CPS;
- (v) acted in good faith and reasonably having regard to the circumstances when using or relying on such Certificate;
- (vi) verified, by using cryptographic software, that the data signed using digital signature has not been altered;
- (vii) verified that the Certificate Services, Certificate, Key Pair, Channels, and the Repository Materials are from legitimate sources only;
- (viii) checked that the Certificate Services, Certificate, Key Pair, and the Repository Materials are indeed operated or published by us or our Service Providers; and
- (ix) taken any other steps which would be reasonable to take in the given circumstances.

3.1.2 Uses: You may only use the Certificate and Certificate Services in accordance with the Certification Practice Statement, Certificate Policy and this Agreement and for uses that are consistent with the Key Usage Extensions stated in the Certificate.

3.2 Certificate Services

3.2.1 Cryptographic Software: We do not provide cryptographic software for your use. When using third party cryptographic software to perform any Public Key or Private Key operations in relation to the Certificate, you shall be responsible for ensuring that such cryptographic software is properly licensed and operating. The accessibility and operation of the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials may rely on technologies outside our control or outside the control of our Service Providers. We and our Service Providers do not guarantee their continuous accessibility or uninterrupted accessibility and operation.

3.3 In consideration for use of the Certificate Services and being permitted access

to and use of the Channels and Repository Materials, you agree to comply with all the guidelines, notices, operating rules and policies and instructions pertaining to the access to or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials provided by us (including the CP and CPS), any amendments to the aforementioned issued by us from time to time, as well as any applicable laws and regulations. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on our website at [www.assurity.sg/nca].

- 3.4** Without prejudice to the generality of Clause 3.3 and subject to this Agreement, you acknowledge and agree that you may access and use the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials provided by us only for purposes that are set out under the relevant section of the CPS for that particular class and type of Certificate. You shall not use the Certificate for hazardous or unlawful (including tortious) activities.
- 3.5** You undertake to preserve the original signed data, the applications necessary to read and process such data, and the cryptographic applications needed to verify the digital signatures on such data for as long as it may be necessary to verify the signature on such data, and to ensure backward compatibility of such applications in the event of any data format changes associated with application upgrades.
- 3.6** You hereby agree that you shall not, and that you shall not permit any other person to:
- 3.6.1** whether in whole or in part, modify, reverse-engineer, decompile, adapt, publish, redistribute, sublicense or interfere with or intercept the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials provided by us without our prior consent;
 - 3.6.2** use the Certificate Services for any purposes not set out in the CPS or for the benefit of any third party (save where expressly permitted under the CPS or where otherwise expressly permitted in writing by us), including but not limited to renting, selling, leasing or directly or indirectly charging others for access or use of the Certificate Services or any part thereof;
 - 3.6.3** reproduce or make any copies of the Repository Materials, except with our prior written consent;
 - 3.6.4** remove, circumvent, impair, bypass, disable or otherwise interfere with security-related features of the Certificate, Certificate Services, Key Pair and the Repository Materials, including but not limited to any features that prevent or restrict access or use of any particular functionalities or features of it;
 - 3.6.5** misrepresent or make false or misleading claims regarding the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials

provided by us;

- 3.6.6** use the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials provided by us for any unlawful (including tortious) activity, or any activity that infringes upon the right of any third party, or for any purpose prohibited by this Agreement;
- 3.6.7** act in a manner that could reasonably result in any civil or criminal action being taken against you or us or our Service Providers;
- 3.6.8** use, transmit or upload (as the case may be), any device, software, exploits, routine, or malware, including but not limited to any viruses, Trojan horses, worms, time bombs, robots, data-mining or data scraping tools or cancel bots that may introduce security vulnerabilities, damage or interfere with the proper operation of the Certificate Services, Channels or the Repository Materials or that may intercept or expropriate any content or personal data from the Certificate Services, Channels, Repository Materials, Key Pairs, or any related services, software, data or other materials provided by us;
- 3.6.9** use the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials provided by us in any manner that could damage, disrupt, disable, overburden, or impair its operation or use;
- 3.6.10** interfere with any other person's access or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, or any related services, software, data or other materials provided by us, or impose an unreasonable or disproportionately large load on any system or server used in the provision of the Certificate Services;
- 3.6.11** use the Certificate Services, Channels, Repository Materials, Key Pairs, or any related services, software, data or other materials provided by us to access data not intended for you; and
- 3.6.12** solicit passwords or personal data from any other person or entity for purposes of accessing or using the Certificate Services.

If you do not perform all the obligations in this Clause 3, you assume all risks with regard to the digital signature or Certificate on which you are relying.

- 3.7 No high-risk usage.** You shall not use the Certificate, Certificate Services or the Key Pair in relation to access or operation of critical infrastructure systems such as but not limited to the operation of nuclear facilities, aircraft control, navigation, or communication systems, weapon control systems or any other system requiring fail-safe operation where failure or use of a Certificate, the Certificate Services or Key Pair could lead to death, personal injury, or severe environmental damage.

4. Relying Party's Obligations, Warranties and Representations

- 4.1** You represent and warrant to us that:
 - 4.1.1** you have the right, authority and legal capacity to enter into this Agreement;

- 4.1.2 you have the requisite authority to give consent to provide the information that you have given to us in your communications with us and our Service Providers;
- 4.1.3 all information provided in your communications with us and Service Providers is accurate, complete and up-to-date;
- 4.1.4 you will not use a Certificate if the Certificate has expired or been suspended or revoked;
- 4.1.5 you are solely responsible for deciding whether or not to use information in a Certificate; and
- 4.1.6 you will observe and comply with all security measures as described in the Certification Practice Statement.

**5. Disclaimers
against
Warranties,
Representations
and Liability**

- 5.1 Save that (i) we shall provide the Certificate Services, Channels and the Repository Materials in compliance with the Certificate Policy, Certification Practice Statement and applicable laws and regulations and (ii) we warrant to use reasonable efforts to ensure that any information communicated by us to you shall not contain any material misrepresentation of fact, the Certificate Services, Channels and the Repository Materials are provided on an “as is” and “as available” basis without warranties of any kind. Save as provided above, to the fullest extent permitted by law, we and our Service Providers do not make any representations or warranties of any kind whatsoever in relation to the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, participation of any Subscriber or any other PKI Participant or any related services, software, data or other materials provided by us or any part thereof, and hereby disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to any representations or warranties:
- 5.1.1 as to the non-repudiation by a Subscriber of any transaction entered into by a Subscriber and you involving the use of a Certificate (because non-repudiation is determined, among other things, by law);
 - 5.1.2 as to the non-repudiation of a Certificate or Key Pair;
 - 5.1.3 as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, satisfactory quality or fitness for any particular purpose of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any part thereof; and
 - 5.1.4 that the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any part thereof, or any functions or features associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials and the servers used in connection therewith are and will be free of all viruses or other malicious, destructive or corrupting code, programme or

macro.

- 5.2** We and our Service Providers shall not be liable to you or any other party for any damage or loss of any kind, whether foreseeable or not, whatsoever and howsoever caused (whether in contract, tort (including negligence), breach of a statutory duty or in any other way, even if we have been advised of the possibility of such damages) for the following: (i) any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage; (ii) downtime costs or loss of income, revenue or profits, business opportunities, anticipated savings, goodwill or reputation or value of any equipment; and (iii) lost or damaged data, or damage to your servers, software or any other property, whether arising directly or indirectly in connection with any one or more of the following:
- 5.2.1** your access to and/or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by CA or any part thereof;
 - 5.2.2** any inaccuracy or incompleteness in, or errors or omissions in the Channels or Repository Materials or in a Certificate where such Certificate is issued in compliance with the Certification Practice Statement;
 - 5.2.3** your use of a Certificate that is not a Valid Certificate;
 - 5.2.4** any delay or interruption in the Certificate Services, whether caused by delay or interruption in transmission over the internet or otherwise, including any interruption that occurs between the time a Certificate is revoked and a new or replacement Certificate is issued;
 - 5.2.5** any breakdown or malfunction of any equipment, system or software used in connection with the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by CA, whether belonging to the CA (or its Service Providers) or not, including but not limited to any electronic terminal, server or system, or telecommunication or other communications network or system;
 - 5.2.6** any loss or unavailability of access to or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by CA or any part thereof, howsoever caused;
 - 5.2.7** any Compromise of Private Key, or disclosure of personal data contained within Certificates;
 - 5.2.8** any failure by Subscriber(s) to generate or maintain a secure and cryptographically sound Key Pair;
 - 5.2.9** your failure to perform your obligations in accordance with this Agreement, including failure to check the status of a Certificate to determine if it is a Valid Certificate or reliance on a Certificate that is not reasonable under the circumstances;

- 5.2.10** your use, misuse, purported use or misuse or unauthorised use of the Certificate Services, Channels, Repository Materials, Key Pair or any related services, software, data or other materials provided by CA, including any improper, illegal or unauthorised use of Certificate(s), or use of Certificate(s) that is not reasonable under the given circumstances or that you ought reasonably to have known or have reason to suspect is unreliable;
- 5.2.11** any dealings between you and the Subscribers or between you and any third party, whether or not such dealings are facilitated through the use of the Channels or Certificate Services;
- 5.2.12** your servers or any other devices not working or functioning properly;
- 5.2.13** any decision made or action taken by you or any third party in reliance upon the Certificate Services; and
- 5.2.14** any fraud, wilful misconduct, illegal acts or omissions on your part or your employees, agents or contractors,

unless such damage or loss arises solely as a result of our or our Service Provider's gross negligence, wilful default, misconduct or fraud.

- 5.3** We and our Service Providers shall not be liable (whether based on an action or claim in contract, tort (including negligence) or otherwise) to you or any other party for any damage or loss of any kind, whether foreseeable or not, even if we have been advised of the possibility of such damages, arising from or in connection with any of the following: (i) any hacking, cyber-attack or any third party's interference with any of our or our Service Providers' computer systems and/or the stability or availability of the Internet or a portion thereof or a network or device failure external to its data centres; and (ii) any loss, delay or damage caused by or attributable to any form of malicious, surreptitious, disabling or corrupting code, agent or program, including any computer virus, worm, spyware, ransomware, rootkit, bootkit, logic bomb, backdoor, Trojans and exploit (including zero-day vulnerabilities).
- 5.4** You acknowledge that the CRL will be updated with information relating to revoked Certificates after a certain time period set forth in the CPS, and that the CRL may not contain a real-time record of all Certificate revocations.
- 5.5** Insofar as the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us facilitate or require the provision, use or functioning of, or are provided in conjunction with, other products, software, materials or services (such as reliance on certain third party records or databases to validate information contained in Certificates), we and our Service Providers make no representation or warranty in relation to such other products, software, materials or services (including without limitation, any representation or warranties as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).
- 5.6** You acknowledge that your access or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us may contain or be infected by human or machine errors, inaccuracies, omissions, or may be occasioned by delays,

unavailability or Compromise (which may or may not be detected), including the inadvertent loss of data which may give rise to loss or damage suffered by you, and you agree and undertake that you shall not hold us and/or our Service Providers liable in any way whatsoever for the said loss or damage. You further understand and agree that you use the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any third party websites, software or services made available in conjunction with or through the Certificate Services at your own discretion and risk and that you will be solely responsible for any loss or damage suffered by you arising therefrom.

5.7 You shall not rely on any part of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us to claim or assert any form of legitimate expectation against us or our Service Providers, whether or not arising out of or in connection with our roles and functions as the certification authority.

5.8 Information provided through the Repository Materials does not constitute professional advice and the Repository Materials may not cover all information available on a particular issue. Before using the Repository Materials, you shall perform your own checks or obtain professional advice relevant to your particular circumstances.

5.9 Without prejudice to the foregoing, no action may be brought by you against us or any of our Service Providers, under this Agreement or related to the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, participation of any Subscriber or any other PKI Participant or any related services, software, data or other materials provided by us, more than one (1) year after the cause of action arose.

5.10 Limitation of Liability

5.10.1 Our maximum liability to you for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to this Agreement or relating to or arising in connection with the Certificate Services, Certificate, Key Pair, Channels, or Repository Materials, or your use of any and all Certificates issued to any Subscriber and any and all transactions in connection with such Certificate(s), Key Pair, Channels, or Repository Materials, whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, tort (including negligence), or otherwise, regardless of your use of any number of Certificates issued to any Subscriber(s) and regardless of the number of digital signatures, Transactions or claims related to each Certificate, shall be SGD 30,000.00 in the aggregate (the "**Individual Aggregate Limit**").

5.10.2 Notwithstanding Clause 5.10.1, in no event shall the total aggregate of our and our Service Providers' liability to all Subscribers and Relying Parties or any other person, whether in contract, tort (including negligence), breach of a statutory duty or in any other way, relating to or arising in connection with the Certificate Services, Certificates, Key Pairs, Channels, or Repository Materials, regardless of the number of claims, causes of actions and Transactions, exceed SGD 4,000,000.00 in the aggregate (the "**Overall Aggregate Limit**"). We shall notify you when the Overall Aggregate Limit has been

reached. Our aforementioned notification to you shall be conclusive evidence of the fact that the Overall Aggregate Limit has been reached.

5.10.3 You shall take all reasonable steps to mitigate any loss resulting from breach of this Agreement by us or our Service Providers or both.

6. Indemnities

6.1 You shall indemnify, defend and hold harmless us and our Service Providers, our and our Service Providers' directors, officers, employees, agents, successors, and assigns (collectively "**CA Indemnified Parties**") from and against any demand, suit or action made or brought by a third party (including liabilities, damages, costs, and expenses, including reasonable legal costs and expenses, related to such third-party claim) arising from, in relation to or in connection with your breach of this Agreement or arising out of your unlawful, wilful, negligent or reckless conduct. You agree to cooperate fully with the CA Indemnified Parties during such proceedings, and shall not stipulate, acknowledge or admit any fault or liability of any CA Indemnified Parties without their express prior written consent.

6.2 You shall conform in all respects with the provisions of all laws, regulations, codes, standards of performance, written directions, notices or other mandatory compliance requirements as may be applicable in respect of the Certificate Services (including without limitation, Singapore's ETA and PDPA) and shall indemnify, defend and hold harmless us and our Service Providers against all loss, damage, or liability that we or our Service Providers may suffer for your breaches of or non-compliance with any such laws, standards, codes and regulations.

7. Privacy Statement

7.1 In the course of your access or use of the Certificate Services, Channels and the Repository Materials, we may be required to collect, use, disclose and process personal data belonging to you. In this regard, we will collect, use, disclose and process such personal data in accordance with our privacy statement which can be found on or through our Channels (the "**Privacy Statement**").

7.2 Please refer to our Privacy Statement for more details. By accessing, relying on or using any part of the Certificate Services or the Repository Materials, as the case may be, you hereby acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time.

8. Fees

8.1 There are currently no fees for accessing or using the Certificate Services or the Repository Materials. We reserve the right to introduce new fees from time to time. We are not responsible for any fees charged by any other Internet site, application, software, service, product or otherwise that is not provided by us.

9. Updates

9.1 From time to time, we may issue, release or provide updates or upgrades to, or new versions of, the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us ("**Updates**"). Such Updates may take place and be implemented automatically, or may require action on your part. Please note that the Certificate Services, Channels, Repository Materials, Certificate, Key Pairs, or any related services, software, data or other materials provided by us may not operate properly or at all if the Updates are not installed or implemented by

you. For the avoidance of doubt, we and our Service Providers do not guarantee that such Updates will be made available, or that such Updates will continue to be compatible with your existing servers or operating systems.

10. Term and Termination

- 10.1 Term:** This Agreement remains in effect for so long as you continue to use or access the Certificate Services, Repository Materials, Certificate, Key Pairs, or any related services, software, data or other materials provided by us, unless earlier terminated by us in accordance with this Agreement.
- 10.2 Termination by Us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of and access to the Certificate Services, Repository Materials, Certificate, Key Pair, and any related services, software, data or other materials provided by us, for any reason whatsoever, including: your breach of any of the terms in this Agreement, if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion we are unable to continue providing the Certificate Services.
- 10.3 Termination by You:** You may terminate this Agreement using the prescribed method on our website at [www.assurity.sg/nca].
- 10.4 Effect of Termination:** Upon any termination of this Agreement: (i) all of your rights under this Agreement immediately terminate; (ii) you shall cease using the Certificate Services, Repository Materials or any related services, software, data or other materials provided by us; (iii) if not already revoked, we will have the right to revoke any Certificate(s) issued to you; and (iv) provisions of this Agreement which, by their nature, are intended to survive termination of this Agreement, will continue to apply in accordance with their terms.

11. Miscellaneous

- 11.1 Assignment**
- 11.1.1** You may not assign or sub-contract this Agreement without our prior written consent.
- 11.1.2** We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of the Certificates, Certificate Services, Channels or the Repository Materials or this Agreement, without notifying you, without your consent and without further reference to you.
- 11.2 Force Majeure:** We and our Service Providers shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are due to an event of Force Majeure.
- 11.3 Severability:** If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision had never been included.
- 11.4 Waiver:** No delay in enforcing any provision of this Agreement will be construed to be a waiver of any rights under that provision.
- 11.5 Notices:** Any notice that we intend to give to you may be carried out by posting such notice on our website at [www.assurity.sg/nca] or sending such notice to you to any contact information you may have provided us. You are deemed to

have received notice of the same upon our posting or sending such notice to you as stated above.

11.6 Rights of Third Parties: Save for the Government of Singapore, the Government Technology Agency and our Service Providers, a person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act or otherwise to enforce any of its terms.

11.7 Governing Law: This Agreement and the access and use of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs or any related services, software, data or other materials provided by us shall be governed by and construed in accordance with the laws of the Republic of Singapore.

11.8 Dispute Resolution

11.8.1 Subject to Clause 11.8.2, any dispute arising out of or in connection with this Agreement or the access or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us, including any question regarding the existence, validity or termination of this Agreement, shall be resolved by reference to arbitration, with us having the option of electing to refer the dispute to the Courts of the Republic of Singapore.

11.8.2 Where we are a defendant or respondent, we shall be given notice by the complainant before the commencement of any legal action against us to enable us to elect to have the dispute submitted to arbitration. We may, at our sole discretion, elect to have any dispute referred to in Clause 11.8.1 above referred to a court by written notice to the participant(s) involved and shall make the election within thirty (30) days of receipt of the complainant's written notice. The complainant's written notice shall:

- (i) state the specific dispute, difference, or claim to be resolved and the nature of such dispute, difference, or claim; and
- (ii) include a request that we make an election whether the dispute, difference, or claim as stated shall be resolved by reference to arbitration or by court proceedings.

11.8.3 Should we fail to make the election to have the dispute referred to a court within thirty (30) days of the receipt of the written notice, the dispute, difference or claim shall be resolved by arbitration. We may elect to refer to arbitration all or any part of the dispute or difference as stated by the complainant in its written notice. This right to elect shall not prejudice our right to a limitation defence and the period to exercise the right shall not be abridged by reason of any accrual of a limitation defence in our favour during the said period.

11.8.4 Where the dispute is referred to arbitration, it shall be administered by the Singapore International Arbitration Centre ("SIAC") in Singapore in accordance with the Arbitration Rules of the SIAC ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated

by reference in this Clause. Further:

- (i) the seat of the arbitration shall be Singapore;
- (ii) the tribunal shall consist of one (1) arbitrator to be agreed upon in accordance with the SIAC Rules, save that if no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC;
- (iii) the language of the arbitration shall be English; and
- (iv) all information, pleadings, documents, evidence and all matters relating to the arbitration shall be confidential.

11.8.5 Any reference to arbitration under this Clause 11.8 shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force. The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to this Agreement is hereby expressly excluded.

11.9 Reservation of Rights

11.9.1 Amendments: We reserve the right to change this Agreement, the Certificate Policy and the Certification Practice Statement at our sole discretion and at any time, by posting the revised or modified terms on or through the Repository or through such other Channel or means as we may deem appropriate. Your continued access or use of the Certificate Services, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us following the posting of any changes or modifications will constitute your acceptance of such changes, modifications, supplements and of such revised or modified terms. If you do not accept any changes or modifications, you must stop accessing and using the Certificate Services, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us, and terminate this Agreement.

11.9.2 We reserve the right to:

- (i) update, enhance, upgrade, reduce, or otherwise modify or vary the Certificate Services, Certificate, Key Pair, Channels, Repository Materials or any related services, software, data or other materials provided by us at any time, for any reason, with or without notice to you. You acknowledge and agree that this Agreement will apply to all such modifications, upgrades, enhancements, reductions and variations to the Certificate Services, Certificate, Key Pair, Channels, Repository Materials and any related services, software, data and other materials provided by us;
- (ii) suspend access to or use of the Certificate Services, Certificate, Key Pair, Channels, or Repository Materials, or any related services, software, data or other materials provided by us during times of maintenance (whether

scheduled or unscheduled), without notice or liability to you whatsoever;

- (iii) deny or restrict access to or use of the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials to you without ascribing any reasons and without liability to you whatsoever; and
- (iv) discontinue or terminate the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials, or any part thereof, at any time (including in the event of Force Majeure) without notice or liability to you whatsoever, whereupon all rights granted to you hereunder shall also terminate forthwith.

11.9.3 Without limiting the generality of the foregoing, in the event that your access or use of the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials is in breach of this Agreement or any applicable law, we have the right to immediately disable and terminate your access or use of the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials without notice and to take all such action as we consider appropriate, desirable or necessary.

11.9.4 We retain absolute discretion in determining whether or not to provide maintenance and support services for the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials, and if so, the type and nature of such maintenance and support services.

11.10 Intellectual Property

11.10.1 You acknowledge that we, or a relevant third party, own all title, rights and interest, including Intellectual Property Rights, in and to the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials, and any content made available or accessible via the Channels or Certificate Services. You shall not do or permit any act which is directly or indirectly likely to prejudice our rights, title or interest or that of our Service Providers, or that of a relevant third party (as the case may be), in and to the same. Unless otherwise expressly permitted by the applicable law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials. Without prejudice to the generality of the foregoing, you shall not use in any way and shall not reproduce any trademark, logo, trade name or similar mark that is associated with the Channels or Certificate Services, without our prior written consent, or that of the relevant third party (as the case may be).

11.10.2 You also agree to not remove, obscure, or alter our, our Service Providers' and any other relevant third party's copyright notice, trademark, or other proprietary right notice contained within, applied to or made available or accessible in conjunction with or through the Channels or Certificate Services.

- 11.10.3** We and our Service Providers do not represent or warrant that the use of any of the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials by you will not constitute an infringement or misuse of any third party rights, including without limitation, Intellectual Property Rights.
- 11.10.4** No part of the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials may be reproduced or reused without our prior written permission.