

TrustAsia Relying Party Agreement

V2.0

TrustAsia Technologies, Inc.

August 25, 2026

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WARNING

Before relying on or trusting a digital certificate issued by TrustAsia, or accessing or using TrustAsia's Certificate Revocation List (CRL), Online Certificate Status Protocol (OCSP), or other information (collectively, the "TrustAsia Repository"), you must first read and agree to this Agreement. If you do not agree to all or any part of this Agreement, you must not rely on or use any certification products or services provided by TrustAsia. Your use of any TrustAsia certification product or service constitutes your acceptance of all terms of this Agreement.

1. Definitions

1. **Certification Authority (CA):** An entity that issues certificates and is responsible for establishing, issuing, revoking, and managing certificates.
2. **Certificate Policy (CP):** A named set of rules that indicates the applicability of a certificate to a particular community or class of application with common security requirements.
3. **Certification Practice Statement (CPS):** A statement of the practices adopted by a Certification Authority in issuing, managing, revoking, or renewing certificates and keys (published at repository.trustasia.com).
4. **Relying Party:** An entity that engages in activities based on reliance on certificates and/or digital signatures issued by TrustAsia.
5. **Relying Party Agreement (RPA / this Agreement):** An agreement that must be read and accepted by a Relying Party before validating, relying on, or using a certificate or accessing or using the TrustAsia Repository.

2. Relying Party Obligations and Conditions of Use

1. You warrant that any reliance on a digital certificate is based on an informed decision made after taking reasonable care to verify the validity of the digital certificate and digital signature.
2. You undertake to comply with the relevant provisions of the TrustAsia CPS, particularly those concerning the responsibilities and obligations of Relying Parties, when relying on or using the TrustAsia Repository or trusting any certificate issued by TrustAsia.
3. You fully understand and willingly assume all risks arising from relying on or trusting a certificate and must not require TrustAsia, in any manner, to assess the appropriateness of using that certificate.
4. You must independently evaluate the appropriateness of using information contained in the TrustAsia Repository and decide for yourself whether to rely on or trust the information in a certificate.
5. Before relying on a certificate, you must:
 - a. confirm that the certificate is used within its specified scope and validity period;
 - b. validate the certificate's chain of trust; and

- c. determine whether the certificate has been revoked by querying the CRL or OCSP.
- 6. You shall use information contained in the TrustAsia Repository only for the limited purposes permitted by the CP/CPS and shall be fully responsible for any illegal or unauthorized use of the TrustAsia Repository or digital certificates by you or any other person authorized by you.
- 7. You are liable to compensate TrustAsia or a Subscriber for losses suffered as a result of any of the following:
 - a. failure to perform the obligations set forth in the agreements between TrustAsia and Relying Parties or in the CPS;
 - b. failure to conduct a reasonable review in accordance with the CPS, resulting in damage to TrustAsia or a third party;
 - c. reliance on a certificate under unreasonable circumstances, such as continuing to rely on a certificate while knowing that it is being used beyond its specified scope or validity period or has been stolen;
 - d. failure to validate the certificate's chain of trust; or
 - e. failure to determine through a CRL or OCSP query that the certificate has been revoked.
- 8. You may not reject any statement, change, update, upgrade, or similar notice publicly announced by TrustAsia, including, without limitation, changes to policies or specifications and additions to or reductions in certificate services.

3. TrustAsia's Services and Commitments

- 1. TrustAsia will provide certification services to you in accordance with this Agreement and the CPS.
- 2. After a certificate is issued, TrustAsia will provide certificate status inquiry services in accordance with the CPS. After a certificate is revoked, TrustAsia will update the CRL in accordance with the CPS, which Relying Parties may query directly.
- 3. TrustAsia undertakes that the subscriber information contained in the digital certificates it issues has been verified in accordance with the CPS.

4. Limitations of Liability and Disclaimers

- 1. TrustAsia assumes only the limited liabilities set forth in the CPS and will provide compensation only within the scope specified in the CPS.
- 2. The relationship between TrustAsia and a Relying Party does not constitute a relationship of agency, mandate, or trust.
- 3. TrustAsia is not liable for any damage caused by a Relying Party.
- 4. If a Subscriber communicates inaccurate information to a Relying Party and the Relying Party reasonably relies on that information after using a certificate to verify the digital signature, the Subscriber is responsible for the consequences, and TrustAsia assumes no liability.
- 5. Except for the express warranties provided in this Agreement, TrustAsia makes no other warranty and assumes no liability for any of the following:

- a. the truthfulness of statements made by certificate Subscribers, Relying Parties, or other participants;
- b. any software used in certification activities;
- c. use of a certificate for any purpose beyond its specified purpose;
- d. service interruptions or losses caused by force majeure events, such as war or natural disasters;
- e. issuance errors, delays, interruptions, or inability to issue certificates caused by associated entities (including electricity or telecommunications providers), hacker attacks, or failures of TrustAsia's equipment or network;
- f. losses caused by a Subscriber's breach of its commitments under the CPS or a Relying Party's breach of this Agreement; or
- g. losses that arise despite TrustAsia's careful compliance with applicable national laws and regulations.

5. Intellectual Property Rights

- 1. TrustAsia owns and retains all intellectual property rights in certificates and all supporting software.
- 2. TrustAsia holds ownership, the right of name, and the right to share benefits in its digital certificate system software.
- 3. All information published on the TrustAsia website is the property of TrustAsia and may not be reproduced for commercial purposes without written permission.
- 4. TrustAsia's external operations management policies and specifications are the property of TrustAsia.
- 5. The Distinguished Names (DNs) used to identify entities within the TrustAsia domain in the directory, and the certificates issued to end entities in that domain, are the property of TrustAsia.

6. Governing Law and Jurisdiction

The validity, interpretation, amendment, performance, and dispute resolution of this Agreement are governed by the laws of the People's Republic of China. Any dispute arising out of or in connection with this Agreement must first be resolved through friendly consultation between the parties. If no settlement is reached, either party may bring proceedings before a people's court with jurisdiction at TrustAsia's registered place of business.