

TrustAsia
Relying Party Agreement
V1.1

TrustAsia Technologies, Inc.
August 25, 2020

NOTICE: TrustAsia Technologies, Inc. ("TrustAsia") is a Certification Authority approved and established by the relevant state regulatory authorities to provide certification services in compliance with the Electronic Signature Law of the People's Republic of China. Before you rely on or trust a certificate issued by TrustAsia, or access or use TrustAsia's Certificate Revocation List (CRL), Online Certificate Status Protocol (OCSP) and other information ("TrustAsia repository"), you should first read and agree to the TrustAsia Relying Party Agreement (the "Agreement"). **Please read this Agreement carefully in its entirety before accepting it. If you do not agree to all or part of the terms of this Agreement, you may not rely on or use all certification products or services provided by TrustAsia. Your use of TrustAsia's certification products or services constitutes your acceptance of the terms of this Agreement in its entirety.**

一、 Keywords

1. [Certification Authority (CA)]: It is an entity that issues certificates and is a certain organization which is responsible for the establishment, issuance, revocation and management of certificates.
2. [Certificate Practice Statement (CPS)]: The announcement of business practices which is adopted by Certification Authority during the process of certificate and key issuance, management, revocation or update.
3. [Certificate]: The electronic document which uses digital signature to bind the public key and identity.
4. [Digital Signature]: An electronic signature realized by using an asymmetric cryptographic system to encrypt and decrypt the transformation of electronic records.
5. [Subscriber]: An entity that receives a certificate from a Certification Authority, also known as a certificate holder. In electronic signature application, subscriber is the electronic signer.
6. [Relying Party]: An entity that engages in related activities based on reliance

on certificates and/or digital signatures issued by TrustAsia.

7. [Relying Party Agreement]: An agreement that must be read and accepted by the relying party before validating, relying on, or using a certificate or accessing or using the TrustAsia Repository.

二、 TrustAsia product and service system

1. The types of certificates issued by TrustAsia are as follows.

- 1) TrustAsia has two sets of certificate chains under RSA and ECC according to different public key algorithms. TrustAsia Global Root CA G1 is the root certificate of RSA4096withSHA256 algorithm, which is valid for 25 years. Different RSA intermediate certificates are set up according to actual business types.
 - a) TrustAsia EV TLS RSA CA, which issues RSA EV TLS certificate.
 - b) TrustAsia OV TLS RSA CA, which issues RSA OV TLS certificate.
 - c) TrustAsia DV TLS RSA CA, which issues RSA DV TLS certificate.
 - d) TrustAsia EV Code Signing RSA CA, which issues RSA EV code signing certificates.
 - e) TrustAsia Code Signing RSA CA, which issues RSA code signing certificates.
 - f) TrustAsia Document Signing RSA CA, which issues RSA document signing certificates.
 - g) TrustAsia Secure Email RSA CA, which issues RSA secure mail certificates.
 - h) TrustAsia TimeStamping CA, which issues RSA timestamp certificates.
- 2) TrustAsia Global Root CA G2 is the root certificate of ECDSA (P-384) with SHA384 algorithm, which is valid for 25 years and has different ECDSA intermediate certificates according to the actual business type.
 - a) TrustAsia EV TLS ECC CA, which issues ECC EV TLS certificate.
 - b) TrustAsia OV TLS ECC CA, which issues ECC OV TLS certificate.
 - c) TrustAsia DV TLS ECC CA, which issues ECC DV TLS certificate.

2. TrustAsia will offer three levels of certified products and services, each of which will provide specific and security features corresponding to the category.

- 1) Domain Validation certificates (DV): DV certificates provide a basic level of assurance and must not be used in scenarios requiring authentication. DV certificates can be used for digital signatures, encryption, and access control for non-commercial or low-value transactions that do not require proof of identity. DV certificates are issued based on procedures that ensure that the user's domain name is associated with a public key. These certificates do not verify the owner of the certificate subject.
- 2) Organization Validation certificates (OV): OV certificates provide a higher level of assurance than DV certificates. According to the terms of the CPS, such certificates can be used for organizational identity verification. OV certificate authentication involves verifying the information submitted by the certificate applicant against the source of the proof of identity.
- 3) Extended Validation certificates (EV): EV certificates are issued to organizations for digital signatures, encryption, and access control for high-value transactions requiring proof of identity. the assurance of subject identity provided by an EV certificate is based on the fact that the subject actually exists, that the subject has requested a certificate, and that the person submitting the certificate request on behalf of the subject is authorized to do so. EV certificates also provide assurance that the subject has the right to use the domain name listed in the certificate.

三、 The use of relying parties and reliance

1. You warrant that any reliance on a certificate is based on an informed decision after taking reasonable care to verify the validity of the certificate and digital signature.
2. You undertake that: You acknowledge and agree that you shall comply

with the relevant provisions of the TrustAsia CPS, in particular the terms of the relying party's responsibilities and obligations, when using our repository and when relying on or trusting any certificate issued by us.

3. You are fully aware of and willing to assume all risks associated with relying on or trusting the Certificate and should not hold TrustAsia responsible in any way for evaluating the appropriateness of using the Certificate.
4. You should independently evaluate the appropriateness of using the information contained in the TrustAsia Repository and make your own decision as to whether to rely on or trust the information in the Certificate.
5. You should confirm that the certificate is used within the specified scope and period before relying on it; verify the chain of trust of the certificate; and confirm whether the certificate is revoked by querying the CRL or OCSP.
6. You shall use the information contained in the TrustAsia Repository only for the limited purposes permitted in the CPS and shall be solely responsible for any illegal and unauthorized use of the TrustAsia Repository and Certificates by yourself or other authorized persons.
7. **You acknowledge and agree that: you shall be responsible for any loss caused by any act of your willfulness, fault or negligence in using or relying on the Certificate; if your act causes other third parties' loss, you shall be liable and hold the Company harmless from claims by third parties. TrustAsia or its subscribers shall be liable for any loss suffered by them as a result of:**
 - a) Failure to meet the obligations set forth in TrustAsia's agreements with Relying Parties and the TrustAsia CPS.
 - b) Failure to conduct a reasonable audit in accordance with the TrustAsia CPS specification, resulting in damage to TrustAsia or a third party.
 - c) relying on the certificate under unreasonable circumstances, such as the relying party knowing that the certificate has an excessive scope or duration of use or that the certificate has been or is likely to be stolen, but still relying on the certificate.
 - d) The relying party does not verify the chain of trust of the certificate.
 - e) The relying party does not confirm whether the certificate is

revoked by querying the CRL or OCSP.

8. You may not reject any published statements, changes, updates, upgrades, etc. from TrustAsia, including, but not limited to, modifications to policies and specifications; and additions and deletions to the Certificate Services.

四、 TrustAsia's Services and Commitments

1. TrustAsia will provide you with certification services in accordance with this Agreement and the CPS (which is posted on the TrustAsia website (www.trustasia.com)).
2. after the certificate is issued, TrustAsia will provide certificate status inquiry service according to the relevant CPS regulations; after the certificate is revoked, TrustAsia will update the CRL according to the relevant CPS regulations. relying parties can inquire by themselves.
3. TrustAsia undertakes that the subscriber information contained in the certificate issued by it has been verified in accordance with CPS regulations.
4. To solve your problems in the process of using TrustAsia services, we will provide hotline service support. To ensure the quality of our services, TrustAsia has set up a service monitoring phone number: 86-21-58895880 and will respond to your comments and suggestions within one working day.

五、 TrustAsia's liability and disclaimer

1. TrustAsia only assumes limited liability as defined by the CPS and to the extent of the indemnity provided by the CPS.
2. The relationship between TrustAsia and the Relying Party is not one of agent and principal, and the Relying Party has no right to impose fiduciary duties on TrustAsia by contract or otherwise.
3. TrustAsia shall not be liable for damages caused by the Relying Party and the Relying Party shall be solely responsible for such damages.
4. If a Subscriber misrepresents information to a Relying Party and the Relying

Party verifies one or more digital signatures with a Certificate and rightfully believes these representations, the Subscriber is responsible for the consequences of such actions and TrustAsia shall not be liable for them.

5. TrustAsia disclaims all warranties and obligations of any kind other than those expressly promised in this Agreement:

- a) Does not guarantee the content of statements made by certificate subscribers, relying parties, other participants.**
- b) Does not guarantee any software used in certification activities.**
- c) Does not assume any responsibility for the application of the certificate beyond the specified purpose.**
- d) Does not assume responsibility for service interruptions due to force majeure, such as war, natural disasters, etc., and the resulting customer losses.**
- e) Does not assume responsibility for errors, delays, interruptions, inability to issue certificates, or suspension or termination of all or part of the certificate services due to technical failures such as equipment or network failures of TrustAsia. The causes of "technical failure" as defined in this subparagraph include, but are not limited to: associated units such as electricity, telecommunications, communications, hacker attacks, TrustAsia's equipment or network failures.**
- f) Subscribers are exempt from TrustAsia's liability in the event of a breach of TrustAsia's CPS commitment, or a breach of commitment by a relying party.**
- g) TrustAsia has carefully followed the Certificate practice Statement stipulated by national laws and regulations, and still losses are incurred.**

六、 Intellectual Property Rights

- 1. TrustAsia enjoys and retains all intellectual property rights to the certificate and all software provided by TrustAsia.**

2. TrustAsia has the ownership, name right and benefit sharing right of the certificate system software.
3. TrustAsia has the right to decide which software system to use.
4. All information published on the TrustAsia website is the property of TrustAsia and cannot be reproduced by others for commercial use without written permission from TrustAsia.
5. The certificates and CRLs issued by TrustAsia are the property of TrustAsia and are subject to TrustAsia's control.
6. The external operational management strategies and specifications are the property of TrustAsia.
7. The DNSs used to represent entities in the TrustAsia domain in the directory and the certificates issued to end entities in that domain are the property of TrustAsia.

七、 **Application of law and jurisdiction**

The laws of the People's Republic of China shall apply to the validity, interpretation, modification, execution and dispute resolution of this Agreement. Any dispute arising from this Agreement shall first be resolved by friendly consultation between the parties, and if the parties cannot agree, either party may apply to the Shanghai Arbitration Commission for arbitration in Shanghai in accordance with the rules of the Commission, and the arbitral award shall be final and binding on either party.

八、 **Others**

1. TrustAsia may update the terms of this Agreement at any time, and the updated Agreement shall replace the original terms of the Agreement. This Agreement may be amended without notice and Relying Parties are advised to frequently visit TrustAsia's website (www.trustasia.com) to keep abreast of TrustAsia's information regarding certificate management, CPS, and public announcements of changes to this Agreement.

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2. If any provision of this Agreement is for any reason invalid in whole or in part, the remaining provisions of this Agreement shall remain in effect.
 3. The headings in this Agreement are for convenience only and do not have any separate legal effect.
 4. This Agreement is effective immediately from the date the Relying Party uses any of TrustAsia's certification products or services until such time as the Relying Party no longer uses any of TrustAsia's products or services. However, termination of use of any TrustAsia product or service due to a breach of this Agreement or the CPS does not relieve the Relying Party from liability for termination of the Agreement.
 5. TrustAsia has the final right to interpret this Agreement.