

Entrust WAP Server Certificate Relying Party Agreement

The WAP/WTLS specification v1.1 does not provide a means for certificate revocation checking. The following Relying Party Agreement" provides further detail on the responsibility of the relying party to verify and rely upon the contents of a digital certificate presented by a WAP Server.

ATTENTION--READ CAREFULLY: THIS RELYING PARTY AGREEMENT (THIS "AGREEMENT") IS A LEGAL CONTRACT BETWEEN THE PERSON, ENTITY, OR ORGANIZATION SEEKING TO (I) VERIFY A DIGITAL SIGNATURE BY UTILIZING AN ENTRUST WAP SERVER CERTIFICATE, (II) ACCESS THE ENTRUST WAP REPOSITORY, OR (III) USE ANY INFORMATION OR OTHER SERVICE PROVIDED BY ENTRUST IN RELATION TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT ("YOU" OR "RELYING PARTY"), AND ENTRUST LIMITED ("ENTRUST"). BEFORE CONTINUING, CAREFULLY READ THIS AGREEMENT AND THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT AS AMENDED FROM TIME TO TIME WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE (WWW.ENTRUST.NET/WAPCPS) AND WHICH COLLECTIVELY CONTAIN THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LIMITED RIGHT TO USE (I) INFORMATION WHICH IS CONTAINED IN THE ENTRUST WAP REPOSITORY OR IN AN ENTRUST WAP SERVER CERTIFICATE, OR (II) ANY INFORMATION OR OTHER SERVICES PROVIDED BY ENTRUST IN RELATION TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT. THE USE OF ENTRUST WAP SERVER CERTIFICATES IS ALSO GOVERNED BY VARIOUS CANADIAN, U.S., AND INTERNATIONAL CRIMINAL AND CIVIL LAWS.

BY CLICKING THE "ACCEPT" ICON BELOW OR BY USING (I) AN ENTRUST WAP SERVER CERTIFICATE, (II) ANY INFORMATION IN THE ENTRUST WAP REPOSITORY, OR (III) ANY INFORMATION OR OTHER SERVICES PROVIDED BY ENTRUST IN RELATION TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU SHALL BE DEEMED TO HAVE ACTUAL KNOWLEDGE OF THE TERMS AND CONDITIONS HEREOF INCLUDING THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "DECLINE" ICON BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE OR RELY ON AN ENTRUST WAP SERVER CERTIFICATE, THE INFORMATION IN THE ENTRUST WAP REPOSITORY, OR TO OTHERWISE USE OR RELY ON ANY INFORMATION OR OTHER SERVICES PROVIDED BY ENTRUST IN RESPECT

TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS CONTAINED IN THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT AS AMENDED FROM TIME TO TIME. THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT CAN BE VIEWED AT WWW.ENTRUST.NET/WAPCPS. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE EARLIER OF (I) YOUR USE OF OR RELIANCE ON ANY INFORMATION IN THE ENTRUST WAP REPOSITORY, (II) YOUR USE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN AN ENTRUST WAP SERVER CERTIFICATE, OR (III) YOUR USE OF OR RELIANCE ON ANY OTHER INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RESPECT TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT. YOUR USE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THE ENTRUST WAP REPOSITORY, OR YOUR USE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN AN ENTRUST WAP SERVER CERTIFICATE, OR YOUR USE OF OR RELIANCE ON ANY OTHER INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RELATION TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT, SHALL MANIFEST YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND YOU SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

IN THE EVENT THAT YOU ARE ACTING AS AN EMPLOYEE, AGENT, OR REPRESENTATIVE OF ANOTHER LEGAL ENTITY OR ORGANIZATION, YOU HEREBY REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL EXECUTING THIS AGREEMENT IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON SUCH LEGAL ENTITIES' OR ORGANIZATION'S BEHALF AND TO BIND SUCH LEGAL ENTITY OR ORGANIZATION HEREBY, AND (II) SUCH LEGAL ENTITY OR ORGANIZATION HAS THE FULL LEGAL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. Independent Choice: You acknowledge that You understand and have the necessary information to make an informed decision about whether and the extent to which to rely on a digital signature verified using the information contained in an Entrust WAP Server Certificate, the Entrust WAP Repository, or any information or other services provided by Entrust in relation to the verification of digital signatures in the WAP/WTLS environment. You acknowledge that You have read the Entrust WAP Server Certification Practice Statement and understand the disclaimers of representations, warranties, and conditions, and limitations of liabilities and are making Your own judgment as to whether it is reasonable under the circumstances to rely on a digital signature verified using the information contained in an Entrust WAP Server Certificate, the Entrust WAP Repository, or any other services provided by Entrust in relation to the verification of

digital signatures in the WAP/WTLS environment. You are solely responsible for determining whether to rely and the extent of such reliance. You acknowledge that the Subscriber for an Entrust WAP Server Certificate is solely responsible for the generation and security of the Private Key corresponding to the Public Key contained in such Subscriber's Entrust WAP Server Certificate, and that such Private Key may not be cryptographically sound or may have been Compromised and accordingly, a digital signature created using such Private Key may be a forgery. Entrust shall have no responsibility or liability if any Subscriber fails to generate a secure and cryptographically sound Key Pair, or if such Private Key is Compromised, or if such Subscriber fails to protect the confidentiality and restrict the use of the Private Key corresponding to the Public Key in the Subscriber's Entrust WAP Server Certificate.

YOU SPECIFICALLY ACKNOWLEDGE THAT REVOCATION OF CERTIFICATES IS NOT SUPPORTED IN VERSION 1.1 OF THE WTLS SPECIFICATION AS PUBLISHED BY THE WIRELESS APPLICATION PROTOCOL FORUM LTD., AND ACCORDINGLY AN ENTRUST WAP SERVER CERTIFICATE MAY CONTAIN INFORMATION THAT HAS CHANGED OR THAT HAS BEEN DETERMINED SUBSEQUENT TO ISSUANCE TO BE INVALID. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT THE ENTRUST WAP CERTIFICATION AUTHORITY WILL NOT BE ABLE TO REVOKE AN ENTRUST WAP SERVER CERTIFICATE IF THERE IS ANY CHANGE IN THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE, OR IF IT IS SUBSEQUENTLY DISCOVERED THAT THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE IS INVALID. YOU ACKNOWLEDGE THAT THE ENTRUST WAP CERTIFICATION AUTHORITY WILL BE UNABLE TO REVOKE SUCH ENTRUST WAP SERVER CERTIFICATE EVEN IF THE ENTRUST WAP CERTIFICATION AUTHORITY IS AWARE OF SUCH CHANGE OR INVALIDITY. YOU ACKNOWLEDGE THAT ANY RELIANCE BY YOU ON AN ENTRUST WAP SERVER CERTIFICATE SHALL HAVE BEEN MADE HAVING TAKEN INTO CONSIDERATION SUCH LIMITATIONS WITH RESPECT TO REVOCATION AND CHANGED OR INVALID INFORMATION.

2. Consideration: You acknowledge that Your use of or reliance on the information contained in the Entrust WAP Repository, an Entrust WAP Server Certificate, or any other information or services provided by Entrust in relation to the verification of digital signatures in the WAP/WTLS environment, constitutes sufficient consideration given by Entrust in return for the obligations placed on You as a Relying Party under this Agreement and the Entrust WAP Server Certification Practice Statement.

3. DISCLAIMER OF WARRANTY: EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES, AND CONDITIONS PROVIDED IN THIS AGREEMENT AND THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ENTRUST WAP SERVER CERTIFICATES, ACCESS TO THE ENTRUST WAP REPOSITORY, AND ANY OTHER INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RESPECT TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT ARE PROVIDED "AS IS",

AND ENTRUST MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES, OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, OR OTHERWISE, AND ENTRUST SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES AND CONDITIONS PROVIDED IN THIS AGREEMENT AND THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, THE ENTIRE RISK OF THE USE OF OR RELIANCE ON ANY ENTRUST WAP SERVER CERTIFICATES, THE ENTRUST WAP REPOSITORY, AND ANY OTHER INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RESPECT TO THE VERIFICATION OF DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT SHALL BE BORNE SOLELY BY YOU.

4. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST AND ANY OF ENTRUST'S SUBCONTRACTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS TO ANY SUBSCRIBER, RELYING PARTY, OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION ARISING OUT OF OR RELATING TO USE OF OR RELIANCE ON ANY ENTRUST WAP SERVER CERTIFICATE, USE OF OR RELIANCE ON THE ENTRUST WAP REPOSITORY, AND USE OF OR RELIANCE ON ANY OTHER INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RESPECT TO DIGITAL SIGNATURES IN THE WAP/WTLS ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, ANY USE OR RELIANCE ON ANY ENTRUST WAP SERVER CERTIFICATE, EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00 U.S.) ("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY ON A PER ENTRUST WAP SERVER CERTIFICATE BASIS REGARDLESS OF THE NUMBER OF TRANSACTIONS, DIGITAL SIGNATURES, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH ENTRUST WAP SERVER CERTIFICATE OR ANY INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RESPECT OF SUCH ENTRUST WAP SERVER CERTIFICATE. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, INCIDENTAL DAMAGES OR ANY OTHER KINDS OF DAMAGES.

IN THE EVENT THAT LIABILITY ARISING OUT OF OR RELATING TO AN ENTRUST WAP SERVER CERTIFICATE OR ANY OTHER INFORMATION OR SERVICES PROVIDED BY ENTRUST IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES EXCEEDS THE CUMULATIVE DAMAGE CAP SET FORTH IN THIS SECTION ABOVE, THE AMOUNTS AVAILABLE UNDER THE CUMULATIVE DAMAGE CAP SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL DISPUTE RESOLUTION, UNLESS

OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL ENTRUST BE OBLIGATED TO PAY MORE THAN THE CUMULATIVE DAMAGE CAP FOR EACH ENTRUST WAP SERVER CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

IN NO EVENT SHALL ENTRUST OR ANY OF ENTRUST'S SUBCONTRACTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS, OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT AND THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT, THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, AND ANY OTHER RELYING PARTY AGREEMENTS. YOU ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS, AND LIMITATIONS OF LIABILITY, ENTRUST WOULD NOT ISSUE ENTRUST WAP SERVER CERTIFICATES TO SUBSCRIBERS OR PROVIDE INFORMATION OR SERVICES IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

5. Severability: Whenever possible, each provision of this Agreement, the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any other Relying Party Agreements shall be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Agreement, the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any other Relying Party Agreement or any portion thereof to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement, the Entrust WAP Server Certification Practice Statement, any Subscription

Agreements, or any other Relying Party Agreements shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect its intent and it shall be reformed without further action to the extent necessary to make such provision valid and enforceable.

FOR GREATER CERTAINTY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT, THE ENTRUST WAP CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, OR ANY OTHER RELYING PARTY AGREEMENTS THAT DEAL WITH (I) LIMITATION OF LIABILITY OR DAMAGES, OR (II) DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, CONDITIONS, OR LIABILITIES, IS EXPRESSLY INTENDED TO BE SEVERABLE FROM ANY OTHER PROVISIONS OF THIS AGREEMENT, THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, OR ANY OTHER RELYING PARTY AGREEMENTS AND SHALL BE SO INTERPRETED AND ENFORCED.

Last Updated: January 1, 2003