

## **TRUST ITALIA S.p.A.PUBLIC CERTIFICATION SERVICES KEY MANAGER RELYING PARTY AGREEMENT**

**THIS RELYING PARTY AGREEMENT GOVERNS THE USE OF DIGITAL IDs<sup>SM</sup> ("CERTIFICATES") ISSUED USING VERISIGN'S ONSITE<sup>SM</sup> KEY MANAGER ("OKM CERTIFICATES"). OKM CERTIFICATES CONTAIN REFERENCES POINTING TO THIS AGREEMENT'S URL <https://www.trustitalia.it/site/guide/030801/Download.html> AND FIELDS STATING THAT USE OF OKM CERTIFICATES IS SUBJECT TO TERMS AT THIS URL. YOU MUST READ AND ACCEPT THIS RELYING PARTY AGREEMENT BEFORE VALIDATING ANY OKM CERTIFICATE OR OTHERWISE ACCESSING OR USING TRUST ITALIA S.P.A.'S DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY") TO DOWNLOAD AN OKM CERTIFICATE OR CHECK ITS STATUS. IF YOU AGREE PLEASE CLICK ON THE APPROPRIATE BUTTON AT THE END OF THIS PAGE. IF YOU DO NOT AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU ARE NOT AUTHORIZED TO RELY ON ANY OKM CERTIFICATE OR USE VERISIGN'S REPOSITORY TO DOWNLOAD AN OKM CERTIFICATE OR CHECK ITS STATUS.**

**THIS RELYING PARTY AGREEMENT** (this "Agreement") becomes effective when you click on the accept button or by submitting a query to search for an OKM Certificate, or to verify a digital signature created with a private key corresponding to a public key contained in an OKM Certificate, or when you otherwise use or rely upon any information or services provided by Trust Italia S.p.A. Repository or website relating to an OKM Certificate.

Please note that the issuing authority ("IA") issuing an OKM Certificate generated the subscriber's private key on his or her behalf and has backed up the private key using Trust Italia S.p.A. OnSite Key Manager. Therefore, the IA is capable of recovering the subscriber's private key to assist him or her in the event the subscriber loses access to it. The IA, however, may have legitimate business reasons for recovering the subscriber's private key even without the subscriber's permission. Accordingly, the IA may be capable of decrypting encrypted messages that you or others send to the subscriber. You should keep this in mind when considering your expectations of privacy for encrypted messages you may send to the subscriber. When properly implemented, the Trust Italia S.p.A. Key Recovery Service can provide considerable benefits. In the unlikely event of misuse, however, the IA could decrypt messages in its possession that you send to the subscriber, and if a single key pair is implemented for digital signatures and encryption, the IA could use a recovered private key to digitally sign messages to you or others on the subscriber's behalf. You acknowledge the foregoing by accepting this agreement as set forth below.

You acknowledge that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will choose to rely on the

information in an OKM Certificate. For more educational material, see the tutorial contained in Trust Italia S.P.A. repository at <https://www.trustitalia.it/site/guide/030401/Download.html>. YOU ARE RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN AN OKM CERTIFICATE. You acknowledge and agree that your use of Trust Italia S.P.A. Repository and your reliance on any OKM Certificate shall be governed by Trust Italia S.P.A. Certification Practice Statement (the "CPS") in its current version which is incorporated by reference into this Agreement. At the end of this page you will also find a separate button to express your acceptance of the CPS which is published on the Internet in the Repository at <https://www.trustitalia.it/cps> and is available via E-mail by sending a request to: [CPS-requests@trustitalia.it](mailto:CPS-requests@trustitalia.it). Amendments to the CPS are also posted in Trust Italia S.P.A. Repository at <https://www.trustitalia.it/archivio/repository/updates/aggiornamenti-delle-procedure.pdf>. The steps necessary to validate an OKM Certificate and verify a digital signature are contained in section 8 of the CPS.

**Additional Terms and Conditions:** The OKM certificate corresponding to the digital signature you are relying on was issued in accordance with the requirements set forth under the Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures and ("EU Directive"). The following table indicates how you know what the object identifier ("OID") and certificate policy ("EDSP") corresponding to the certificate is. A copy of the EDSP may be found at [https://www.trustitalia.it/archivio/legal\\_agreements/stn-ed-cp.pdf](https://www.trustitalia.it/archivio/legal_agreements/stn-ed-cp.pdf).

OID	EU Directive Article	ETSI Policy terminology	EDSP terminology
id-edsp-dl1 (2.16.840.1.113733.1.7.44.1)	Article 5.2	QCP public	DL1
id-edsp-dl2 (2.16.840.1.113733.1.7.44.2)	Article 5.1	QCP public + SSCD	DL2

As a result, the following terms shall also apply to you.

1. You shall verify the validity, suspension or revocation of the OKM certificate using current revocation status information prior to relying on a digital signature created with a private key corresponding to a public key contained in an OKM certificate .
2. You shall take account the limitations on the usage of the OKM certificate indicated to the relying party either in this Agreement.
- 3) You shall take any other precautions prescribed in this Agreement.

THE CPS SETS FORTH A LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED THE CPS AND EXCEPT AS ESTABLISHED UNDER MANDATORY PROVISION OF LAW,, ISSUING AUTHORITIES AND TRUST ITALIA S.p.A. DISCLAIM ALL WARRANTIES AND OBLIGATIONS OF EVERY TYPE,

INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF THE ACCURACY OF THE INFORMATION PROVIDED, EXCEPT FOR CASES OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE, SHALL NOT ANY ISSUING AUTHORITY OR TRUST ITALIA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA, OR OTHER INDIRECT, CONSEQUENTIAL, DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE, NONPERFORMANCE, OR UNAVAILABILITY OF OKM CERTIFIATES, DIGITAL SIGNATURES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED HEREIN, EXCEPT FOR CASES OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE THE AGGREGATE LIABILITY OF AN ISSUING AUTHORITY AND TRUST ITALIA TO ALL PARTIES (INCLUDING YOU) WILL NOT EXCEED THE APPLICABLE LIABILITY CAP FOR SUCH OKM CERTIFICATE SET FORTH IN THE TABLE, BELOW.

THE COMBINED AGGREGATE LIABILITY OF ALL ISSUING AUTHORITIES AND TRUST ITALIA S.p.A. TO ANY AND ALL PERSONS CONCERNING A SPECIFIC OKM CERTIFICATE SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FOLLOWING, FOR THE AGGREGATE OF ALL DIGITAL SIGNATURES AND TRANSACTIONS RELATED TO SUCH OKM CERTIFICATE:

	Liability Caps
Class 1	€ 103,29
Class 2	€ 5.164,57
Class 3	€ 103.291,38

If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN AN OKM CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE TO A DOCUMENT.

For information regarding private key protection, see

<https://www.trustitalia.it/site/faq/030301/Domande-e-Risposte.html>