

CERTICOM RELYING PARTY WARRANTY

The relying party warranty set forth herein (the "Relying Party Warranty") may provide an avenue of relief to people whose reliance on a Certicom-issued digital certificate results in a loss of money due to a fraudulent charge to their credit card by the holder of a Certicom-issued Digital Certificate. If Certicom was negligent in issuing a Digital Certificate that resulted in a loss to you ("Relying Party ") and you meet the criteria of a Covered Person below, you may be eligible to receive up to US\$1,000 per incident, subject to a maximum aggregate limit of the amounts stated in the Certicom Certificate Practice Statement for all claims related to that digital certificate. The terms and conditions of the Relying Party Warranty are as follows.

1. Application

Before taking any action in connection with or relying in any way on a Certicom-issued Digital Certificate (as defined below), you must read and agree to the terms and conditions of this Relying Party Agreement.

2. Definitions

The capitalized terms used in this Agreement shall have the following meanings, unless otherwise specified:

"Digital Certificate" means an encrypted electronic data file (conforming to the X509 version 3 ITU-T standard) issued by Certicom in order to identify a person or entity or to provide SSL encryption using a Digital Signature or entity and which contains the domain name or identity of the person authorized to use the Digital Signature and a copy of their Public Key, a serial number, a time period during which the Digital Certificate may be used and a Digital Signature issued by Certicom.

"Certicom" means Certicom.com and its third party service provider with respect to the provision of Digital Certificates, as applicable.

"Certicom CPS" means the Certification Practice Statement released by Certicom, as amended from time to time, which may be accessed from <https://ca.Certicom.com/repository>.

"Subscriber" means a person who is issued a Digital Certificate signed by Certicom and who has entered into a Certicom Subscriber Agreement.

3. Relying Party Warranty Terms

- (a) Subject to the provisions herein, Certicom warrants solely for the benefit of Covered Persons (as defined below) that Certicom has exercised reasonable care to perform the validation steps set forth in the appropriate Certicom CPS in issuing a Digital Certificate (the "Certicom Warranty").
- (b) If a Covered Person suffers monetary losses resulting directly from an online credit card transaction made with a Subscriber of a Certicom issued Digital Certificate that was issued in breach of the Certicom Warranty, and the Covered Person fulfills all obligations described herein and in the Relying Party Agreement, Certicom will pay to the Covered Person, subject to the Payment Limits, Max Transaction Values, Incident Limit and exceptions described below, the amount fraudulently charged to the Covered Person's credit card by the Subscriber.
- (c) This Certicom Warranty applies only if the Subscriber's Digital Certificate that was relied upon by the Relying Party was issued by Certicom in violation of the Certicom Warranty described herein, and only if the losses were monetary losses from an online credit card transaction.

4. Payment Limit

- (a) Certicom-issued Digital Certificates. Each Certicom-issued Digital Certificate carries an aggregate maximum payment limit (the "Payment Limit") and a maximum transaction value ("Max Transaction Value") as described in the table below and the Certicom Certificate Subscriber Agreement, for all claims paid in connection with these Digital Certificates.

<u>Certicom Certificate Type</u>	<u>Max Transaction Value</u>	<u>Payment Limit</u>
Secure Server SSL	\$10,000	\$500,000
Wildcard Secure Server SSL	\$10,000	\$500,000
Extended Validation SSL	\$10,000	\$250,000
Unified Communications	\$0	\$0
Intranet SSL	\$0	\$0
Code Signing	\$0	\$50,000
Email and Authentication	\$0	\$0
Suite B 256 SSL	\$10,000	\$500,000
Suite B 256 Wildcard SSL	\$10,000	\$500,000
Suite B 256 Extended Validation SSL	\$10,000	\$250,000
Suite B 256 Email and Authentication	\$0	\$0
ECC 256 SSL	\$10,000	\$500,000
ECC 256 Wildcard SSL	\$10,000	\$500,000
ECC 256 Secure Server Trial	\$0	\$0
ECC 256 Intranet SSL	\$0	\$0
ECC 256 Code Signing	\$0	\$50,000
ECC 256 Email and Authentication	\$0	\$0
Suite B 384 SSL	\$10,000	\$500,000
Suite B 384 Wildcard SSL	\$10,000	\$500,000
Suite B 384 Extended Validation SSL	\$10,000	\$250,000
ECC 384 SSL	\$10,000	\$500,000

ECC 384 Wildcard SSL	\$10,000	\$500,000
ECC 384 Secure Server Trial	\$0	\$0
ECC 384 Intranet SSL	\$0	\$0
ECC 384 Code Signing	\$0	\$50,000
ECC 384 Email and Authentication	\$0	\$0

- (b) A Covered Person may only receive a maximum payment of \$1,000 per online transaction ("Incident Limit") for which the Covered Person claims there was a breach of the Certicom Warranty (each an "Incident"). If multiple Covered Persons are affiliated as to a common entity, then those multiple Covered Persons collectively are eligible to receive a maximum amount of \$1,000 per Incident. Any payments to Covered Persons shall decrease by an amount equal to the sum of such payments the relevant Aggregate Limit available to any party for future payments for any claims relating to that Digital Certificate. For example, if a Digital Certificate carries a Payment Limit of \$500,000, then Covered Persons can receive payments in accordance with this warranty for up to \$1,000 per Incident until a total of \$250,000 has been paid in the aggregate for all claims by all parties related to that Digital Certificate. Upon renewal of any Digital Certificate, the total claims paid for such Digital Certificate shall be reset to zero dollars.

5. Covered Persons

- (a) Under this warranty, you must complete an online credit card transaction in reliance on a Certicom issued Digital Certificate where Certicom failed to perform the validation requirements set forth in its CPS. meet all of the following requirements:
1. You must use a credit card validly issued in your name.
 2. You must read and agree to be bound by the terms of the Relying Party Agreement, which can be found at www.Certicom.com/repository, prior to providing any credit card information to a Digital Certificate Subscriber. The Relying Party Agreement applies to you if, among other things, you decide to rely on a Digital Certificate issued by Certicom.
 3. You must fulfill all of your obligations described herein, including but not limited to all obligations as a Relying Party in the Relying Party Agreement.
 4. You must dispute with your credit card issuer and/or other entity, as appropriate, the unauthorized credit card charges for which you wish to make any claim under this warranty, in compliance with the rules, procedures and time-lines applicable to the credit card that was subject to the unauthorized charges. Any payment by Certicom will be reduced by the amount of any recovery, relief or reversal of charges received by the Covered Person from the credit card issuer.
 5. You must submit all claims via email to the following email address: legal@Certicom.com and you must include: the date of loss, a detailed description of the events and circumstances of the loss, the amount of any claimed loss, the web site URL and Subscriber name through which the loss occurred, the credit card number and card issuer through which the loss occurred. You must cooperate fully with any investigation of your claim (including providing additional information when requested). Any claim must be submitted to Certicom (or the entity designated by Certicom) within 90 days of the loss for which you are seeking payment.
- (b) Under no circumstances shall any third party, including without limitation a Subscriber, be a third party beneficiary with respect to the Certicom Warranty.

6. Exceptions to the Warranty

- (a) This Certicom Warranty does not apply to losses or damages of a Covered Person, caused wholly or partially by:
1. brown-outs, power failures, or other disturbances to electrical power;

2. illegal acts by the Covered Person or the Subscriber of the Digital Certificate upon which they rely, or by persons coercing the Covered Person or Subscriber to cause the loss or damages;
3. the Covered Person's own breach of any warranty or obligations in the Relying Party Agreement, including but not limited to failure to validate a Digital Certificate prior to relying upon it, and failure to validate the certificate chain for any Digital Certificate prior to relying upon it;
4. acts by any unauthorized individuals which impairs, damages, or misuses the services of any Internet Service Provider or telecommunications, cable, or satellite carrier, other common carrier or value-added services, including but not limited to, denials of service attacks and the use of malicious software such as computer viruses;
5. the Covered Person's unreasonable or unjustified reliance upon information contained within a Digital Certificate in view of what the Covered Person knows or should have known, or based on the Covered Person's course of dealings and customs of trade;
6. failure of any services or equipment not under the exclusive control or ownership of Certicom or its partners, affiliates, and agents; or
7. the Covered Person's reverse engineering, interference with, or monitoring of the certificate services, except as provided by the Service Agreements or with Certicom's express consent.