

eMudhra RPA

RELYING PARTY AGREEMENT Version 1.0



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eMudhra Relying Party Agreement

The Relying Party must read and accept the terms of this Agreement before accessing and using eMudhra database of Digital Signature Certificates (DSCs). Such database of DSCs (which hereinafter referred to as (“eMudhra repository”) shall contain information of DSCs issued and revoked by eMudhra CA. In addition to this Agreement, Relying Party must also read and adhere all the terms and conditions of Certification Practice Statement (“CPS”) displayed on www.eMudhra.mu, the website of eMudhra CA.

1. The Relying Party hereby undertakes that any reliance on the Digital Signature Certificate by it is based on an informed decision arrived at after taking into consideration sufficient information that is available and accessible to it.
2. The Relying Party by accepting and acknowledging this Agreement covenants that they have read the contents of all documents for which it has access including the CPS.
3. The Relying Party shall independently assess the appropriateness of the use of the information contained eMudhra repository for any given purpose and shall solely decide whether or not to rely on it.
4. This Agreement shall become applicable immediately upon acceptance of the same by the Relying Party. The term of this Agreement shall be effective from the date the Relying Party submits a query to search for a certificate, or to verify a digital signature and the term shall extend till the period the Digital Signature Certificate remains valid and the Subscriber is using the Digital Signature Certificate issued to him or till such time till relying parties have not breached any provision of this Relying party agreement.. All payment obligations, if any, shall survive any termination or expiration of this Agreement.
5. eMudhra is not currently charging any fees to relying parties or other public for accessing the certificate information from the eMudhra repository. The certificate search facility is provided free of cost at its website. The above terms and fees are subject to change at the sole discretion of eMudhra.
6. The Relying Party shall use the information contained in eMudhra repository only for the limited purposes mentioned in the CPS and shall be solely responsible for any illegal and unauthorized use of eMudhra repository and DSCs by itself or any of its personnel and representatives.
7. The Relying party agrees to make use of appropriate utilities or tools to perform digital signature verification or other operations. The utilities/ tools should be able to identify the certificate chain and verifying the digital signature on all certificates in the chain and only on successful verification should rely on the certificate.
8. The Relying party are aware that they are solely responsible for the appropriateness of the use of a Digital Signature Certificate and they shall not hold eMudhra CA and Registration

Authorities (“RA”) responsible in any manner whatsoever for assessing the appropriateness of the use of such Certificate.

9. It is hereby acknowledged by the Relying Party that for the services provided in accordance with the eMudhra CPS, and for any transaction conducted between the Relying Party and the Subscriber, eMudhra CA or Registration Authority shall not be considered a party to such transactions. It is hereby clarified for the removal of any doubts or ambiguity that for any claims of whatsoever nature arising from or incidental to the transactions between the Relying Party and the Subscriber shall not, in any manner involve, eMudhra CA or any Registration Authorities or its agents, directors, employees, or representatives.
10. Except as expressly provided in CPS, eMudhra disclaims all warranties, express or implied, by operation of law or otherwise, and all services and other items are provided "as is" without warranty of any kind. eMudhra CA disclaims any implied warranties of merchantability and fitness for a particular purpose as to eMudhra products and also disclaims implied warranty of workmanlike quality for products and services provided by eMudhra.
11. eMudhra hereby expressly disclaims all liability arising from any direct, indirect, special, incidental, or consequential damages, or for any loss of profits, loss of data, or punitive damages arising from or in connection with the use, delivery, license, performance, nonperformance, or unavailability of certificates, digital signatures, or any other transactions or services offered or contemplated herein, irrespective of whether eMudhra had prior knowledge of the risks leading to such damages. To the extent permitted by applicable law, this Relying party agreement require, relying parties to indemnify eMudhra CA and any sub CAs or RAs for:
 - The relying party’s failure to perform the obligations of a relying party as outlined in the CPS.
 - The relying party’s reliance on a certificate that is not reasonable under the circumstances, or
 - The relying party’s failure to check the status of such certificate to determine if the certificate is expired or revoked.
12. The Relying Party shall acknowledge that the private key corresponding to the public key contained in the DSC is under sole control of the Subscriber and any compromise to such private key may result in unauthorized access and use of DSC by a third party, which may not be detected by eMudhra CA. eMudhra CA disclaims all liabilities arising out of such stolen, compromised or forged DSCs.
13. All rights, title, and interest, including copyright and patent rights, to any certificate, deliverables, ideas, know-how, inventions, software or documentation, developed or delivered by eMudhra to the Subscriber shall be the property of eMudhra and the IPR shall stay with eMudhra.
14. Neither party shall be in default of any obligation by reason of any failure to perform or delay in performing due to unforeseen circumstances or due to causes beyond such party’s reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel,

energy, labour or materials. If the force majeure event continues for a period of more than one month, eMudhra shall have the right to terminate the Agreement or undertake such steps as it may deem appropriate.

15. eMudhra shall be at liberty to forthwith terminate this Agreement without notice in the event the Relying party fails to comply with any part of his obligation under this Agreement.
16. This Agreement represents the complete agreement concerning the usage of eMudhra database of certificate revocations and other information ("eMudhra repository and the same may be amended from time to time by eMudhra only). If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable."
17. No waiver of any provisions of this Agreement by either party shall be effective unless made in writing. Any waiver of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term of condition for the future, or any subsequent breach thereof.
18. This Agreement shall be governed by the laws of Mauritius.
19. To the extent permitted by law, any disputes, claims or controversies arising out of or in any way connected with this agreement, its negotiation, performance, breach, existence, termination or validity shall be resolved by a meeting between the parties attended by individuals with decision making authority regarding the dispute. If the parties are not successful in negotiating a resolution of the dispute within 30 days after such meeting, they must submit the dispute to the persons or authorities appointed under the provisions of the Electronic Transaction Act 2000.
20. All notices (including address change notices) will be in writing and will be sent to the address of the recipient set out in this Agreement or in the Application or such other address as the recipient may designate by notice given in accordance with this clause.
21. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.
22. The headings in this Agreement are for reference purposes only and will not affect the meaning or construction of the terms of this Agreement.
23. Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of this Agreement. The invalidity or un-enforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

24. This Agreement, including relevant section such as obligations and warranties mentioned in the Certification Practice Statement, all Annexures, Exhibits and Schedules (if any) forming part of this Agreement or referred to in this Agreement, shall constitute the entire agreement amongst the parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Agreement.
25. The Relying party agrees that they have reviewed carefully the terms and conditions of this Agreement, further the Relying Party covenants that they have understood the terms and their interpretations and voluntarily agrees to accept each and every provision of this Agreement.

