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# RELYING PARTY

# TERMS & CONDITIONS

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Supplement to eMudhra Certification Practice Statement

**Published by**

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# eMudhra Relying Party

The Relying Party is considered to have read and accepted these Terms & Conditions before accessing and using e-Mudhra database of Digital Certificates (DSCs). Such database of DSCs (which hereinafter referred to as (“e-Mudhra repository”) shall contain information of Certificates issued and revoked by e-Mudhra CA. In addition to this, Relying Party must also read and adhere all the terms and conditions of Certification Practice Statement (“CPS”) displayed on [www.e-mudhra.com](http://www.e-mudhra.com), the website of e-Mudhra CA.

## Acceptance of this document

All the terms & conditions of this document is deemed to have accepted by Relying Party, in accordance to eMudhra CPS, on usage, by the way of accessing e-Mudhra Repository / database or by using the certificates issued by e-Mudhra to its subscribers.

## Terms & Conditions

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 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 e-Mudhra repository for any given purpose and shall solely decide whether or not to rely on it.
4. This shall become applicable immediately upon acceptance of the same by the Relying Party. The term of this Document 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 document. All payment obligations, if any, shall survive any termination or expiration of this Document.
5. e-Mudhra is not currently charging any fees to relying parties or other public for accessing the certificate information from the e-Mudhra 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 e-Mudhra.

6. The Relying Party shall use the information contained in e-Mudhra repository only for the limited purposes mentioned in the CPS and shall be solely responsible for any illegal and unauthorized use of e-Mudhra 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 e-Mudhra 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, e-Mudhra 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. e-Mudhra CA disclaims any implied warranties of merchantability and fitness for a particular purpose as to e-Mudhra products and also disclaims implied warranty of workmanlike quality for products and services provided by e-Mudhra.
11. e-Mudhra 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, non-performance, or unavailability of certificates, digital signatures, or any other transactions or services offered or contemplated herein, irrespective of whether e-Mudhra had prior knowledge of the risks leading to such damages. To the extent permitted by applicable law, this document require, relying parties to indemnify e-Mudhra 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 e-Mudhra CA. e-Mudhra 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 e-Mudhra to the Subscriber shall be the property of e-Mudhra and the IPR shall stay with e-Mudhra.
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, e-Mudhra shall have the right to terminate the Document or undertake such steps as it may deem appropriate.
15. e-Mudhra shall be at liberty to forthwith terminate this Document without notice in the event the Relying party fails to comply with any part of his obligation under this Document.
16. This Document represents the complete document concerning the usage of e-Mudhra database of certificate revocations and other information ("e-Mudhra repository and the same may be amended from time to time by e-Mudhra only. If any provision of this Document 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 Document by either party shall be effective unless made in writing. Any waiver of any term or condition of this Document 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 Document shall be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Indian courts in Bangalore.
19. To the extent permitted by law, any disputes, claims or controversies arising out of or in any way connected with this document, 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 Controller of Certifying Authorities (CCA). Under the IT Act, the Controller of Certifying Authorities (CCA) is authorized to resolve disputes arising out of CA services.
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 Document 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 Document 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 Document 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 Document are for reference purposes only and will not affect the meaning or construction of the terms of this Document.
23. Rights and obligations under this Document, 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 Document. The invalidity or un-enforceability of any provisions of this Document in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Document in such jurisdiction or the validity, legality or enforceability of this Document, 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 Document, 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 Document or referred to in this Document, shall constitute the entire document 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 Document.
25. The Relying party agrees that they have reviewed carefully the terms and conditions of this Document, 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 Document.