



## GlobalSign Warranty Policy

### Version 1.6

**IMPORTANT NOTICE:** YOU MUST READ THE GLOBALSIGN CERTIFICATION PRACTICE STATEMENT (HEREUNDER, CPS) BEFORE APPLYING FOR A CERTIFICATE: <http://www.globalsign.net/repository/> THIS GLOBALSIGN WARRANTY POLICY DOES NOT REPLACE PARTIALLY OR IN WHOLE THE GLOBALSIGN CERTIFICATION PRACTICE STATEMENT, WHICH ULTIMATELY CONTROLS THE PROVISION OF PUBLIC CERTIFICATION SERVICES OF GLOBALSIGN.

Whereas,

GlobalSign makes material efforts to assure its customers and business partners of the reliability and integrity of its public certification services through trustworthy procedures.

Through a policy that GlobalSign has with a leading worldwide insurance company it extends to subscribers and relying parties additional safeguards against certain eventualities that might occur in using digital certificates as explained below.

### 1.0 Beneficiaries of this Limited Warranty Policy

**1.1 Beneficiaries:** This GlobalSign Limited Warranty Policy Statement extends to the categories of individuals and/or legal persons (hereunder, beneficiaries) mentioned below. Without prejudice to the point of registration being a GlobalSign Registration Authority or a GlobalSign Local Registration Authority located anywhere in the world, beneficiaries are those that have successfully applied and received a valid certificate of the following classes or types:

- PersonalSign 2 certificate,
- PersonalSign 2 PRO certificate,
- PersonalSign 3 certificate,
- PersonalSign 3 PRO certificate,
- OrganizationSSL certificate,
- ExtendedSSL certificate,
- DomainSSL certificate,
- ObjectSign certificate,
- DocumentSign Digital ID for Adobe Certified Document Services certificate (DocumentSign)

**1.2 Relying Parties:** This GlobalSign Limited Warranty Policy also applies to parties relying on information featured in a GlobalSign certificate of the classes mentioned above under article 1.1.

**1.3 Users of test certificates:** The GlobalSign Limited Warranty Policy does not apply to users of PersonalSign 1 or DocumentSign test certificates, and to otherwise free / test certificates that GlobalSign might make available for purposes that include but are not limited to demonstration, education and testing.

**1.4 Third party beneficiary rights:** This GlobalSign Limited Warranty Policy is not intended to create any third party beneficiary rights for any person other than the parties described as beneficiaries in article 1 of this GlobalSign Limited Warranty Policy.

**1.5 Unauthorized Products:** The GlobalSign Limited Warranty Policy coverage extends to parties that only purchase products or services directly from GlobalSign or through its accredited associates and partners located anywhere in the world. GlobalSign is not liable for and does not extend this GlobalSign Limited Warranty Policy to parties that make use of unauthorized products that might bear the name GlobalSign.

**1.6 Closed User Group:** This GlobalSign Limited Warranty Policy does not apply to users of products or services purchased or otherwise made available for usage within a closed user group, which will be subjected to a separate agreement unless otherwise stated in the closed user group agreement.

**1.7 GlobalSign employees, associates and administrators:** This GlobalSign Limited Warranty Policy also applies to all GlobalSign employees, associates and administrators of the GlobalSign network for certificates they receive for activities related to their line of work.

## 2.0 Scope of Coverage

**2.1 Civil liability protection:** This GlobalSign Limited Warranty Policy Statement warrants that the core of GlobalSign's activities is subject to a civil liability protection plan. The GlobalSign Limited Warranty Plan warrants against the risks associated with using a digital certificate mentioned under paragraphs 2.2, 2.3 and 2.4.

**2.2 Errors in the identification:** This GlobalSign Limited Warranty Policy applies to any loss as a result of an error in the identification process that may be committed by any accredited member of the personnel of any GlobalSign Registration Authority and GlobalSign Local Registration Authority in the GlobalSign network including administrators, employees and trainees in the line of their professional activities or function.

**2.3 Loss of documents:** This GlobalSign Limited Warranty Plan covers the risk of loss of documents related to the identification process that an applicant may submit to GlobalSign to establish her identity.

**2.4 Intentional or accidental errors:** This GlobalSign Limited Warranty Policy warrants against intentional or accidental errors including libel and slander that might be committed by any member of the personnel of a GlobalSign Registration Authority or a GlobalSign Local Registration Authority.

**2.5 Limited Warranty:** This GlobalSign Limited Warranty Policy Statement is a unilateral declaration of GlobalSign to assure the users of its digital certificates of the trustworthiness of its products and procedures. This GlobalSign Limited Warranty Policy Statement is not meant to be extended or interpreted towards any field of coverage or any scope other than those specifically described hereunder.

### 3.0 Exceptions

The following list of exceptions of liability of GlobalSign to refund a beneficiary for loss suffered is indicative to include but not be limited to the cases following in this article.

**3.1 Honorary rewards etc.:** Claims related to disputes from honorary rewards, costs or commercial debts.

**3.2 Refusal to pay etc.:** Liability arising from refusal to pay or refund cash, stock, titles, guarantees, except those foreseen under article 2 of this GlobalSign Limited Warranty Policy Statement.

**3.3 Civil liability burdens:** Liability as a result of a particular obligation undertaken by a beneficiary that burdens their civil liability status, like statutory liability, and assumption of liability for a third party, contractual penalties etc.

**3.4 Penalties or punitive damages:** Compensation inflicted by judicial, transactional, fiscal, administrative, disciplinary or economic penalties or punitive damages or exemplary damages as well as judicial costs of a penal procedure when they burden a beneficiary personally.

**3.5 Insolvency:** Claims as a result of the insolvency of a beneficiary are excluded for this Limited Warranty Policy Statement that is not intended to offer cover coverage of the beneficiaries.

**3.6 Control over a beneficiary:** Claims imposed by any legal entity that has control over a beneficiary, any affiliate of a beneficiary, any legal entity controlled by a beneficiary or its affiliates.

**3.7 Collective liability:** If any of the beneficiaries that is deemed responsible for the facts leading to a liability claim is found in one of the exception positions explained above, the exception will be extended to the rest of the beneficiaries also.

**3.8 Request for revocation:** Failure or unreasonable delay of the beneficiaries to properly dispatch a request for revocation of a GlobalSign certificate as required results in cancelling this GlobalSign Limited Warranty Policy Statement.

**3.9 Due diligence:** Failure of the beneficiaries to exercise due diligence to prevent compromise or loss of the subscriber's private key results in cancelling this GlobalSign Limited Warranty Policy Statement.

**3.10 Material obligations of the CPS:** Failure of the beneficiaries to comply with each and every material obligation under the CPS results in cancelling this GlobalSign Limited Warranty Policy Statement.

**3.11 Security measures:** Failure of the beneficiaries to apply reasonable security measures to verify the digital signature of a subscriber, a Registration Authority or a Local Registration Authority results in cancelling this GlobalSign Limited Warranty.

**3.12 Reasonable security measures:** It results in cancelling any rights emanating from this GlobalSign Limited Warranty Policy Statement any failure of the beneficiaries to apply reasonable security measures prior to and during the creation and further processing of encrypted messages addressed to a subscriber of a GlobalSign certificate for purposes of sharing confidential or secret data with such Subscriber as an intended recipient.

The foregoing is without prejudice to cases of:

- failure to determine that the subscriber's GlobalSign certificate is valid and
- failure to validate a certificate chain for a subscriber's GlobalSign certificate result in cancelling this GlobalSign Limited Warranty Policy Statement.

**3.13 Illegal acts:** Illegal acts by the beneficiaries being either a subscriber or a relying party result in cancelling this GlobalSign Limited Warranty Policy Statement. The foregoing is without prejudice to illegal acts committed by a person -- including an agent provocateur-- coercing the beneficiaries to perform acts causing the beneficiaries loss or damages and which also result in cancelling this GlobalSign Limited Warranty Policy Statement.

GlobalSign may appropriately seek compensation for any damages suffered as a result of illegal acts of the beneficiary.

**3.14 Misuse of services:** Any person causing damages or misusing the Internet, telecommunication or Value Added Services (VAN) including usage or reproduction of computer viruses has no right to make a rightful claim from this GlobalSign Limited Warranty Policy Statement.

The foregoing is without prejudice to persons attacking or otherwise interfering with:

- Reverse engineering, directly or indirectly.
- The technical implementation of any of the GlobalSign services.

The foregoing result in cancelling this GlobalSign Limited Warranty Policy Statement unless permitted in writing by GlobalSign.

**3.15 Reasonable failure of equipment:** Reasonable failure of GlobalSign infrastructure or equipment does not result in cancelling this GlobalSign Limited Warranty Policy Statement.

The foregoing is without prejudice to failure that lies outside GlobalSign's control, which are however essential for GlobalSign to perform in conformance with its scope of operation including power or telecommunication failures out of the control of GlobalSign. These events create no right for a claim under this GlobalSign Limited Warranty Policy Statement.

**3.25 Failure of hardware and software equipment:** While GlobalSign carries no liability for failure of software or hardware developed outside its immediate sphere of influence, it makes all reasonable efforts to utilize software and hardware equipment from recognized vendors and follow internationally recognized standards for its products and services.

**3.26 Sensitive equipment:** All GlobalSign non-attribute certificates provided through its public certification services, are issued for general commercial usage. This GlobalSign Limited Warranty Plan does not apply when certificates are used for the operation of sensitive equipment including but not limited to nuclear facilities, aircraft navigation or communication, air-traffic control systems, weapons control systems and all cases that may result directly in death, personal injury or severe environmental damage.

**3.27 Prior authorization:** This GlobalSign Limited Warranty Policy Statement does not apply to certificates issued without prior authorization and where no payment has been received, including delays in payment, unless otherwise agreed.

**3.28 Limits:** This GlobalSign Limited Warranty Policy Statement is not intended to create any rights on issues beyond those described in this Statement.

**3.29 Punitive damages:** Punitive damages are excluded from this Limited Warranty Policy Statement.

### 4.0 Field of coverage

**4.1 Truthful facts:** Without prejudice to requirements set under exceptions in article 3.0 of this GlobalSign Limited Warranty Policy Statement, coverage extends to requirements that will be substantiated on the basis of facts inducing liability that are true.

**4.2 Jurisdiction:** In case of a lawsuit the coverage will be attributed if the beneficiaries prosecute in a court of justice in a jurisdiction other than the United States of America or Canada.

**4.3 Other claims:** Contract or liability claims not related to a GlobalSign certificate are not covered by this GlobalSign Limited Warranty Policy Statement.

**4.4 Own fault:** Liability caused in part or in whole by a fault of the applicant as a result of his/her own breach of a Warranty or obligation stated in the CPS or any other GlobalSign Limited Warranty Policy Statement with GlobalSign makes void all claims for a refund under this Limited Warranty plan.

### 5.0 Temporal validity of the coverage

**5.1 General:** GlobalSign shall have no obligation to make a payment unless the beneficiary submits a payment request as described below.

**5.2 Delays:** All claims must be brought to the attention of GlobalSign without any delay and in a period of maximum 15 days from the discovery of the error or damages.

**5.3 Limited Warranty period:** The coverage for the documented claims must be brought before GlobalSign during the limited Warranty period. Limited Warranty period is the time between issuance and expiry dates of the certificate.

**5.4 Extension of the limited Warranty period:** This GlobalSign Limited Warranty Policy statement also covers written claims that reach GlobalSign in a period of 3 months following the end of the contract for the certificate. These claims must be based on damages that occurred during the period of coverage of the contract if coverage is not provided through another insurer.

**5.5 Facts:** Facts are considered introduced in the first limited Warranty year of the first claim irrespectively of the time they were submitted.

## 6.0 Payment Requests

**6.1 Incidental or consequential damages:** The GlobalSign Limited Warranty Plan will cover any incidental or consequential damages caused by a breach of the conditions set out in articles 2 and 3 observing the limits set out in article 7.0.

**6.2 Procedure:** A beneficiary must:

- send a written request for payment using a digitally signed electronic message, registered mail or courier service, without any delay.
- -Work together with GlobalSign to establish the facts substantiating the claim and the parties involved.
- -Subrogate to GlobalSign any and all claims it may have against third parties for damages that may eventually result in reimbursing GlobalSign for payments made to the beneficiary up to the amount paid by GlobalSign.

**6.3** This Limited Warranty policy may be cancelled for reasons related to the appropriateness of the reaction of the beneficiary that include but are not limited to the following: delays to appropriately inform GlobalSign on the damages, deviations from the prescribe procedures, failure to subrogate claims.

## 7.0 Limitations on Payments for Subscribers

**7.1 Maximum limits:** The GlobalSign Limited Warranty Plan sets limits to the maximum amount GlobalSign may pay to a beneficiary even if damages exceed the amount set by GlobalSign. Limits are determined according to the class of the certificate as explained in the table below:

Maximum limits in the GlobalSign Limited Warranty Plan for Subscribers

• PersonalSign 2 certificate	2,500 Euro or equivalent USD value
• PersonalSign 2PRO certificate	2,500 Euro
• PersonalSign 3 certificate	37,500 Euro
• PersonalSign 3PRO certificate	37,500 Euro
• OrganizationSSL certificate	100,000 Euro
• ExtendedSSL certificate	250,000 Euro
• DomainSSL certificate	10,000 Euro
• ObjectSign certificate	37,500 Euro
• DocumentSign certificate	5,000 USD or equivalent Euro value

**7.2 Apportionment of claims:** Damages exceeding the liability cap set for any given certificate shall be apportioned first to the earliest claims to achieve final resolution unless otherwise provided by a court of competent jurisdiction.

GlobalSign may refuse to pay more than the total liability cap for each certificate, regardless of the method of apportionment among claimants of the amount of the liability cap. The foregoing is without prejudice to punitive damages.

This section is limited by applicable law.

## 8.0 Limitations on Payments for Relying Parties

**8.1 Maximum limitations for relying parties:** The GlobalSign Limited Warranty Plan sets limits to the maximum amount GlobalSign may pay to a beneficiary relying party even if damages exceed the amount set by GlobalSign. Without prejudice to the provisions of article 10.1 (on Single Payment) GlobalSign limits the reliance limits to a certificate to the limits per category as set for subscribers. These limits are set and will be respected irrespective of the times that a certificate has been wrongly used.

Maximum limits in the GlobalSign Limited Warranty Plan for relying parties are the same as the maximum limits specified for the beneficiaries in article 7.1.

## 9.0 Limitation on Payment for Subscribers and Relying Parties

**9.1 Liability caps:** The liability caps provided under articles 7.0 and 8.0 will remain as stated regardless of the number of digital signatures, transactions, or claims related to a certificate.

## 10.0 Maximum Limits

**10.1 General:** Coverage per damage and per limited Warranty year extends to the capital and the costs and interest.

**10.2 Maximum limits:** Maximum limit is the maximum amount that GlobalSign may refund a beneficiary with (a subscriber or a relying party) for a breach of a limited Warranty in the limited Warranty period.

Payments GlobalSign makes may ultimately reduce the amount available for future payments.

**10.3 Total amount for limited Warranty exhausted:** When the total amount allocated for Limited Warranty payments is exhausted, GlobalSign may have no further obligation to refund a beneficiary. This section is limited by applicable law.

**10.4 New certificates:** New certificates issued to old users and renewed certificates all hold a new limited Warranty period valid throughout their validity period as explained under art. 6.0.

## 11.0 Single Payment

**11.1 Single breach:** GlobalSign certificates issued as a result of error and/or impersonation are deemed to constitute a single breach regardless of how many relying parties rely on that certificate.

**11.2 Single transaction:** If a subscriber makes usage of multiple certificates for the same transaction he may indicate, following appropriate declaration by the means of art. 6.2, the certificates which provide the limited Warranty for this transaction.

## 12.0 Updates and Amendments

**12.1 Updates:** This GlobalSign Limited Warranty Policy Statement as well as other agreements and policy statements related to the provision of GlobalSign's certification services may be updated from time to time. A beneficiary is responsible to monitor changes and obtain the latest version of this and other agreements and policy statements that apply in the provision of the service that she applies for. Agreements and policy statements become valid upon publication and they remain valid throughout the period they remain posted in the GlobalSign Repository governing all products and services distributed in that period.

## 13.0 Force majeure

**13.1 Force majeure:** Force majeure condition under this GlobalSign Limited Warranty Policy Statement and/or the CPS results in cancelling any rights emanating from this policy statement.

## 14.0 Conflict of Provisions

**14.1 Conflict:** In case of conflict between this GlobalSign Limited Warranty Policy Statement and the CPS, the CPS shall prevail.

## 15.0 Severability

**15.1 Severability:** If any provision of this GlobalSign Limited Warranty Policy Statement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this GlobalSign Limited Warranty Policy Statement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall be interpreted so that it reasonably effects the intent of its parties.

Provisions of this GlobalSign Limited Warranty Policy Statement that provide for a limitation of liability, disclaimer of or limitation upon any warranties or other obligations, or exclusion of damages is intended to be severable and independent of any other provision and is to be enforced as such.

## 16.0 Governing law

**16.1** Governing law and jurisdiction of this Agreement shall be as follows, depending on the GlobalSign entity with whom the subscriber is contracting with:

- 1) GlobalSign Limited (UK): This Agreement shall be interpreted under laws of England and Wales without regard to its conflict of law provisions. Venue shall be in the courts of England.
- 2) GlobalSign NV (Belgium): This Agreement shall be interpreted under laws of Belgium without regard to its conflict of law provisions. Venue shall be in the courts of Leuven.
- 3) GlobalSign Inc. (US): This Agreement shall be interpreted under laws of New Hampshire without regard to its conflict of law provisions. Venue shall be in the courts of New Hampshire.

## 17.0 Statutory rights

**17.1 Statutory Rights:** This GlobalSign Limited Warranty Policy Statement does not affect any statutory rights of the subscriber emanating from European or national legislation, including consumer laws and data protection laws.