

(n)Code Solutions CA

A DIVISION OF GUJARAT NARMADA VALLEY FERTILISERS & CHEMICALS Ltd.

RELYING PARTY AGREEMENT VERSION 3.0

(n)Code Solutions CA Relying Party Agreement

YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE VALIDATING A DIGITAL SIGNATURE CERTIFICATE OR OTHERWISE ACCESSING OR USING (n)Code Solutions CA's DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("(n)Code Solutions CA REPOSITORY"). IF YOU DO NOT AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU ARE NOT AUTHORIZED TO USE (n)Code Solutions CA's REPOSITORY.

- a) THIS RELYING PARTY AGREEMENT (this "Agreement") becomes effective when the Relying Party submits a query to search for a certificate, or to verify a digital signature created with a private key corresponding to a public key contained in a Certificate, or when the Relying Party otherwise uses or relies upon any information or services provided by the (n)Code Solutions CA Repository or website relating to a Certificate.
- b) The Relying Party acknowledges that it has access to sufficient information to ensure that it can take an informed decision as to the extent to which it chooses to rely on the information in a certificate. The Relying Party shall be deemed to have read the contents of all documents for which it has access and in particular the (n)Code Solutions CA Certificate Practice Statement. For more educational material, see the tutorial contained in (n)Code Solutions CA Repository at www.ncodesolutions.com. THE RELYING PARTY IS RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION CONTAINED IN A DIGITAL SIGNATURE CERTIFICATE. THE RELYING PARTY IS ALSO RESPONSIBLE TO DECIDE WHETHER THE CERTIFICATE IS DEPENDABLE FOR THE PURPOSE IT IS USED OR NOT. The Relying Party also acknowledges and agrees that its use of the (n)Code Solutions CA Repository and that its reliance on any Certificate shall be governed by the (n)Code Solutions CA Certificate Practice Statement as amended from time to time, which is incorporated by reference into this Agreement. The (n)Code Solutions CA CPS is published on the Internet in the (n)Code Solutions CA Repository at www.ncodesolutions.com and is available via E-mail by sending a request to: support@ncodesolutions.com. Amendments to the (n)Code Solutions CA CPS are also posted in the (n)Code Solutions CA Repository at www.ncodesolutions.com. The steps necessary to validate a certificate and verify a digital signature are contained in Section 3.2.1, 3.2.2, 3.2.3 of the (n)Code Solutions CA CPS.
- c) The Relying Party acknowledges and accepts that in providing the services as contained in the (n)Code Solutions CA Certificate Practice Statement neither (n)Code Solutions CA nor RA / Registration Authority shall become a party to any of the dealings or transaction entered into between the Relying Party and the Subscriber. All claims of contractual or otherwise resulting from or connected to the dealings or transaction shall be entirely between the Relying Party and the Subscriber and the Relying Party shall not hold (n)Code Solutions CA or any RA / Registration Authorities or any of their directors, employees, agents and representatives responsible for the same.

- d) PARAGRAPH 9.2.1, 9.2.2 AND 9.2.3 OF THE *(n)Code Solutions CA* CPS SETS FORTH A LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 9.2.1, 9.2.2 AND 9.2.3 OF THE *(n)Code Solutions CA* CPS, *(n)Code Solutions CA* DISCLAIMS 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, AND FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR NEGLIGENCE OR LACK OF REASONABLE CARE ON THE PART OF *(n)Code Solutions CA* IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS MENTIONED IN THE PARAGRAPH 9.7 AND 9.8 OF THE CPS.
- e) IN NO EVENT SHALL *(n)Code Solutions CA* BE LIABLE FOR ANY 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, EVEN IF *(n)Code Solutions CA* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- f) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE *(n)Code Solutions CA* TO ALL PARTIES (INCLUDING THE RELYING PARTY) EXCEED THE APPLICABLE LIABILITY CAP FOR SUCH CERTIFICATE SET FORTH IN THE *(n)Code Solutions CA* CPS.
- g) 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. Should any of the provisions of this agreement contradict with the provisions of the *(n)Code Solutions CA* CPS, the *(n)Code Solutions CA* CPS shall prevail.
- h) THE RELYING PARTY IS HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A 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.

- i) This Agreement shall be governed by the Information Technology Act 2000, Rules, Regulations and Guidelines as legislated by appropriate authority from time to time.
- j) In the event of any disputes involving this Agreement, the aggrieved party shall first intimate (n)Code Solutions CA Helpdesk either through an e-mail or post for the purpose of dispute resolution. If the dispute is not resolved within ten (10) business working days after the initial notice, then the aggrieved party shall submit the dispute in writing to Distinguished Panel of Experts maintained by (n)Code Solutions CA.
- k) If the dispute cannot be amicably resolved by the Distinguished Panel of Experts, then the only remedy is to take up the dispute before the courts of competent jurisdiction in the city of Ahmedabad.