

Aviareto

Relying Party Agreement

1. Important Notice

This Agreement does not substitute or replace the Certificate Policy under which Aviareto MPKI Issuing Authority Certificates (each a “**Certificate**”) are issued. You must agree to the terms of the Certificate Policy before you rely on a Certificate (or the information embedded in a Certificate) or otherwise access or use Certificate Status Information. Important provisions of the Certificate Policy are summarised in the PKI Disclosure Statement available at <http://certpolicy.aviareto.aero/policy>.

Capitalised terms used in this Agreement, the PKI Disclosure Statement and the Certificate Policy, unless otherwise defined in this Agreement, are defined in the Glossary available at Appendix 1 to the Certificate Policy. References in this Agreement to the Issuing Authority are to the Issuing Authority in its capacity as both Issuing Authority and Policy Authority.

You will be deemed to have accepted the terms of this Agreement if you either rely upon a Certificate or the information embedded in a Certificate, or you access or use Certificate Status Information, even if you have not read this Agreement. You demonstrate your knowledge and acceptance of this Agreement by submitting a query to search for or to verify the status of a Certificate or by otherwise relying on or using any Aviareto MPKI Issuing Authority Trust Services or Certificate Status Information.

If you do not accept this Agreement, do not submit a query or rely on the Certificate. In this case, you are advised to postpone any transaction which places reliance on an Aviareto MPKI Issuing Authority Certificate until you have satisfied yourself by other means of the trustworthiness of the Certificate and of the measures to be taken to support your reliance on the Certificate.

Where you are not acting as Relying Party in a personal capacity, but are acting on behalf of a Relying Party, you warrant and agree that you are duly authorised to accept the terms of this Agreement on behalf of the Relying Party.

2. Introduction

This Agreement does the following:

- Describes the actions that the Aviareto MPKI Issuing Authority will take to enable you to make an informed decision as to whether you wish to rely on a Certificate (including the information embedded in a Certificate) and Certificate Status Information; and
- Contains procedures that you must follow before checking, relying on, or otherwise using a Certificate or information embedded in a Certificate.

This Agreement applies when you:

- Submit a query in search of a Certificate;
- Verify a Digital Signature created with a Private Key corresponding to a Public Key contained in a Certificate;
- Rely on a Certificate, the information contained within a Certificate or Certificate Status Information in support of a transaction; or
- Otherwise rely on or use any information or services provided by the Aviareto MPKI Issuing Authority Trust Services.

3. Governing Certificate Policy

The Aviareto MPKI Issuing Authority publishes a Certificate Policy which governs the issuance, usage and management of Certificates. The Aviareto MPKI Issuing Authority complies with that Certificate Policy and in particular, represents that the information contained in a Certificate has been Validated in accordance with the provisions of the Certificate Policy. If there are any changes to the Certificate Policy, the Aviareto MPKI Issuing Authority will comply with its provisions regarding change control and on notification. To the extent permitted by applicable law, the Aviareto MPKI Issuing Authority makes no representations and holds out no warranties in respect of Certificates or Certificate Status Information other than those expressly set out in the Certificate Policy.

4. Your Obligations

You accept and warrant (on your own behalf and on behalf of any person or organization for which you act) that your use of Certificate Status Information and your reliance on or use of any Certificate or the information embedded in it or Certificate Status Information will be governed by the Certificate Policy.

The Certificate Policy defines specific obligations that you must meet before relying on a Certificate or any information embedded in the Certificate. If you rely on or use a Certificate (including the information embedded in the Certificate) without first meeting these obligations, your reliance on or use of that Certificate or the information will be inconsistent with this Agreement and will be considered unreasonable and in derogation of your duty of care under the laws of Ireland.

Policy provisions defining terms of use of and reliance on Certificates (including the information embedded in the Certificate), together with Certificate Status Information are provided by the Issuing Authority. Relying Parties must therefore accept that sufficient access to information is provided to ensure that you can make an informed decision as to the extent to which you will choose to rely upon or use a Certificate or the information embedded in a Certificate. You further accept that you are responsible for deciding whether to rely on a Certificate or information embedded in it.

You agree that you shall:

- only access and rely on the Certificate in connection with the Aviareto MPKI Issuing Authority Trust Services, as permitted in the Certificate Policy and Certificate and for no other purposes;
- before relying on any Certificate, ensure, by accessing any and all relevant Certificate Status Information, that the Certificate remains valid and has not been Revoked;
- not decompile, reverse engineer or modify, or attempt to decompile, reverse engineer or modify, the Certificate or the Aviareto MPKI Issuing Authority Trust Services (except as and only to the extent any foregoing restriction is prohibited by applicable laws, rules, or regulations);
- not use, or authorize others to use, any part of the Aviareto MPKI Issuing Authority Trust Services in any application in which the failure of the Aviareto MPKI Issuing Authority Trust Services could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. You acknowledge that any express or implied warranty of fitness for High-Risk Applications are expressly disclaimed;
- comply with Entrust (Europe) Limited's ("Entrust") acceptable use policy, as may be reasonably modified from time to time, available on Entrust's website at <https://www.entrust.com/-/media/documentation/productsupport/intellitrust-aup.pdf>.

5. Important Subscriber Obligations of which you should be aware

Subscribers of Certificates issued by the Aviareto MPKI Issuing Authority are obliged to inform the Issuing Authority or its nominated representative, should any Activation Data used in obtaining authenticated access to PKI facilities be compromised or be suspected of being compromised. On

receipt of such a notice, the Aviareto MPKI Issuing Authority will Revoke the compromised Certificate and publish notice of such Revocation for the benefit of Relying Parties. However, you acknowledge the possibility of theft or other form of compromise of a Private Key corresponding to a Public Key contained in a Certificate which may not be detected by the Subscriber, and of the possibility of use of a stolen or compromised Key to Authenticate a person or to forge a Digital Signature to a document.

6. Liability

Aviareto MPKI Issuing Authority assumes no liability whatsoever to you (and any relevant Relying Party) other than as set out in the Certificate Policy and the PKI Disclosure Statement.

The Aviareto MPKI Issuing Authority's liability may be limited or vary as specified in the Certificate Policy.

Aviareto MPKI Issuing Authority shall not be liable for any consequential, indirect or incidental damages, nor for any loss of business, loss of profit or loss of management time, whether foreseeable or unforeseeable, arising out of breach of any express or implied warranty, breach of contract, tort, misrepresentation, negligence, strict liability however arising, or in any other way arising from or in relation to the use of or reliance on, any Certificate except only in the case of the Issuing Authority's gross negligence, wilful misconduct, or where otherwise required by applicable law.

To the greatest extent permitted by applicable law, the Aviareto MPKI Issuing Authority excludes all representations and warranties, express or implied, statutory or otherwise, unless specifically included in this Agreement.

To the extent permitted by applicable laws, rules or regulations, any liability or responsibility of Entrust (including its affiliates, licensors, suppliers and hosting providers) to you as Manufacturer and / or Repository is excluded. No representations and/or warranties are provided on behalf of Entrust, whether express, implied, statutory, or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, or non-infringement. In accordance with applicable law and to the extent possible, you acknowledge that the Issuing Authority may seek to enforce Entrust's rights under this Agreement or allow Entrust to enforce same as a third-party beneficiary.

7. General

Each point of this Agreement is separate and the invalidity or unenforceability of any point for any reason will not affect the validity or enforceability of any other point. This Agreement is published by the Aviareto MPKI Issuing Authority. Any claims, complaints, disputes or proceedings in connection with the provision of Certificates, the Certificate Status Information, the Repository or any other digital certification service by the Aviareto MPKI Issuing Authority or with this Agreement must be pursued according to the provisions of the Certificate Policy.

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