



Relying Party Agreement

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A **Relying Party** is the entity that relies on the validity of the binding of the CA's or subscriber's identity to a public key. The Relying Party is responsible for checking the validity of the certificate by examining the appropriate certificate status information, using validation services provided by 'BTC Licensed CA' and/or 'emdha eSign CA'. A Relying Party's right to rely on a certificate issued by 'BTC Licensed CA' and/or 'emdha eSign CA', requirements for reliance, and limitations thereon, are governed by the terms of the 'BTC Licensed CA' and/or 'emdha eSign CA' Certificate Policy (CP) and this Relying Party Agreement.

Relying party reads, agrees, represents and warrants to comply with the terms of this Relying Party Agreement ("Agreement") before relying on a certificate or associated signature(s) performed using certificates issued by emdha eSign CA. **Do not rely on or use 'BTC Licensed CA' and/or 'emdha eSign CA' services prior to reading and accepting this Agreement.**

1. Binding Agreement

The terms and conditions set forth herein (the "Agreement") constitute a final and binding agreement between the "Relying Party" and 'BTC Licensed CA' and/or 'emdha eSign CA' with respect to any services related to the use of certificate. Such certificate includes:

- Accessing, reading, downloading or otherwise using 'BTC Licensed CA' and/or 'emdha eSign CA' validation services;
- Downloading, accessing or relying on the 'BTC Licensed CA' and/or 'emdha eSign CA' Certificate Revocation List (CRL);
- Using 'BTC Licensed CA' and/or 'emdha eSign CA' Online Certificate Status Protocol (OCSP) services;
- Validating a certificate issued by 'BTC Licensed CA' and/or 'emdha eSign CA';
- Verifying a digital signature created with a private key corresponding to a public key contained in a certificate issued by 'BTC Licensed CA' and/or 'emdha eSign CA'; or use or reliance upon any information or services provided by 'BTC Licensed CA' and/or 'emdha eSign CA'.

Relying Party's use of any of these services constitutes Relying Party's unmodified acceptance of this Agreement.

2. Obligations

A Relying Party may utilize certificates and their corresponding public keys only for authorized and legal purposes and only in support of transactions or communications allowed by the 'BTC Licensed CA' and/or 'emdha eSign CA' Certificate Policy (CP) / Certification Practices Statement (CPS).

A Relying Party shall not place reliance on a certificate or associated signature, unless the circumstances of that intended reliance constitute Reasonable Reliance (as set out below), and that Relying Party is in compliance with the terms and conditions of this Agreement.

For the purposes of this Agreement, the term "Reasonable Reliance" shall mean:

- a. that the attributes of the certificate relied upon are appropriate in all respects to the reliance placed upon that certificate by the Relying Party including, without limitation to the generality of the foregoing, the level of identification and authentication required in connection with the issue of the certificate relied upon;
- b. that the Relying Party, at the time of that reliance, trusts the User Account Vault (UAV) of 'BTC Licensed CA' and/or 'emdha eSign CA', used to store personally identifiable information of the certificate holder;
- c. that the Relying Party has, at the time of that reliance, used the certificate for purposes appropriate and permitted under the applicable laws and regulations of Saudi Arabia;
- d. that the Relying Party has, at the time of that reliance, used the certificate for purposes appropriate and permitted under the 'BTC Licensed CA' and/or 'emdha eSign CA' Certificate Policy (CP) / Certification Practices Statement (CPS);
- e. that the Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought reasonably to have been known to the Relying Party;
- f. that the certificate intended to be relied upon has not been revoked, the Relying Party being obliged to check the status of that certificate utilizing either the 'BTC Licensed CA' and/or 'emdha eSign CA' repositories, the 'BTC Licensed CA' and/or 'emdha eSign CA' CRL or the 'BTC Licensed CA' and/or 'emdha eSign CA' OCSP service;
- g. that the Relying Party has, at the time of that reliance, verified the digital signature, if any, and that it was created during the operational term of the certificate being relied upon;
- h. that the Relying Party has established trust in the CA who issued a certificate by verifying the certificate path in accordance with the guidelines set by the X.509 Version 3 amendment;
- i. that the Relying Party ensures that the data signed has not been altered after;
- j. that the signature is trusted and the results of the signature are displayed correctly;
- k. that the identity of the certificate holder is displayed correctly;
- l. that any alterations arising from security changes are identified; and
- m. that the Relying Party has determined that such certificate provides adequate assurances for its intended use. The level of assurances provided is as per Section 4 "Level of Assurances".

Certificates issued under the 'BTC Licensed CA' and/or 'emdha eSign CA' are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail- safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could directly lead to death, personal injury, or severe environmental damage. 'BTC Licensed CA' and/or 'emdha eSign CA' are not responsible for assessing the appropriateness of the use of a certificate. Relying Party agrees that certificates will not be used or relied upon by the Relying Party beyond the limitations set forth in this Agreement.

Relying Party acknowledges and agrees, to the extent permitted by applicable law, that where

a transaction is required to be in writing, a message or other record bearing a digital signature verifiable with reference to a certificate is valid, effective, and enforceable to an extent no less than had the same message or record been written and signed on paper. Subject to applicable law, a digital signature or transaction entered into with reference to a certificate shall be effective regardless of the geographic location where the certificate is issued or the digital signature created or used, and regardless of the geographic location of the place of business of eSign trust service, issuing certificate authority or certificate holder.

3. User Account Vault (UAV)

UAV is a highly secured database set up within an extremely secure and trusted zone that contains subscriber identification information obtained from a trusted and reliable source of Know Your Customer (KYC) information. The primary functions of UAV are :

- Encrypting and storing subscriber data during the registration process;
- Associating multiple authenticated roles with a registered subscriber account;
- Verifying a registered subscriber on the basis of two-factor authentication mechanism;
- Providing reliable KYC information (that has to be included in the certificate) during the digital signature process;

4. Levels of Assurance

Levels of Assurance describe the degree of trust or confidence one can place in an electronic system that uses digital certificates as the identity of a person or entity. It reflects the degree of authenticity of a digital certificate's ownership that includes (i) the degree of assurance involved in identity checking and verification before issuing the digital certificate and (ii) the degree of assurance that the person using the digital certificate is indeed the owner of that digital certificate.

BTC Licensed CA' and/or 'emdha eSign CA' offers two levels of assurances for certificate issuance during the digital signature process, namely, Medium Level of Assurance and High Level of Assurance. The assurances are linked to the authentication credentials used by the subscriber to during the digital signature process.

Medium Level of Assurance provides substantial confidence in the accuracy or legitimacy of the claimed identity. It is intended for subscribers handling information of medium value within substantially secured environments. Identity assertions at this level are appropriate for transactions with serious (substantial) consequences to Relying Parties from the registration of a fraudulent identity.

High Level of Assurance provides high confidence in the accuracy or legitimacy of the claimed identity. It is intended for subscribers handling information of high value within highly secured environments. Identity assertions at this level are appropriate for transactions with catastrophic consequences to Relying Parties from the registration of a fraudulent identity.

5. Warranty

BTC Licensed CA' and/or 'emdha eSign CA' hereby disclaims all warranties including warranty on merchantability and /or fitness to a particular purpose other than to the extent permitted by law or otherwise expressly provided in 'BTC Licensed CA' and/or 'emdha eSign CA' CP/CPS.

'BTC Licensed CA' and/or 'emdha eSign CA', through its associated components, seeks to provide digital certification services according to international standards and best practices, using secure physical and electronic installations.

'BTC Licensed CA' and/or 'emdha eSign CA' provides no warranty, express, or implied, statutory or otherwise and disclaims any and all liability for the success or failure of the deployment of the 'BTC Licensed CA' and/or 'emdha eSign CA' or for the legal validity, acceptance or any other type of recognition of its own certificates, any digital signature backed by such certificates, and any products/solutions/services provided by 'BTC Licensed CA' and/or 'emdha eSign CA'. 'BTC Licensed CA' and/or 'emdha eSign CA' further disclaims any warranty of merchantability or fitness for a particular purpose of the above-mentioned certificates, digital signatures and products/solutions/services.

6. Limitation of Liability

This section applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim.

'BTC Licensed CA' and/or 'emdha eSign CA' disclaims liability to the certificate beneficiaries or relying parties or any other third-parties for any loss suffered as a result of use or reliance on a certificate beyond those specified in 'BTC Licensed CA' and/or 'emdha eSign CA' CP/CPS, when such certificate has been issued and managed by 'BTC Licensed CA' and/or 'emdha eSign CA' in compliance with this CP/CPS. In any other case:

- BTC Licensed CA' and/or 'emdha eSign CA' will not incur any liability to relying parties or any person to the extent that such liability results from their negligence, fraud or willful misconduct;
- 'BTC Licensed CA' and/or 'emdha eSign CA' assumes no liability whatsoever in relation to the use of certificates or associated public-key/private-key pairs issued for any use other than in accordance with 'BTC Licensed CA' and/or 'emdha eSign CA' CP/CPS. Relying Parties will immediately indemnify 'BTC Licensed CA' and/or 'emdha eSign CA' from and against any such liability and costs and claims arising therefrom;
- 'BTC Licensed CA' and/or 'emdha eSign CA' will not be liable to any party whatsoever for any damages suffered whether directly or indirectly as a result of an uncontrollable disruption of its services;
- End-Users / Subscribers are liable for any form of misrepresentation of information contained in the certificate to relying parties even though the information has been accepted by 'BTC Licensed CA' and/or 'emdha eSign CA';
- Subscribers to compensate a Relying Party which incurs a loss as a result of the

subscriber's breach of Subscriber Agreement;

- Relying Parties shall bear the consequences of their failure to perform the Relying Party obligations;
- SIP/RKA shall bear the consequences of their failure to perform the obligations described in the SIP/RKA Agreement;
- SIP/Organization shall bear the consequences of their failure to perform the obligations described in the Service Subscription Agreement;
- Organizational roles, namely, Authorized Signatory, Enrolment Admin and Organization User, shall bear the consequences of their failure to perform the obligations described in the Service Subscription Agreement or/and Legal Persons Agreement; and
- 'BTC Licensed CA' and/or 'emdha eSign CA' denies any financial or any other kind of responsibility for damages or impairments resulting from its CA operation.

7. Term

This Agreement shall be applicable for as long as the Relying Party relies on a certificate or associated signature, use the 'BTC Licensed CA' and/or 'emdha eSign CA' OCSP service, access or use the 'BTC Licensed CA' and/or 'emdha eSign CA' repositories of CRL information and in any matter of respect concerning the subject matter of this Agreement.

8. Assignment

The Relying Party shall not assign its rights or delegate its obligations under this Relying Party Agreement to any third party. Immediate termination of this Relying Party Agreement will result upon any attempt to assign or delegate the rights and obligations in this agreement.

9. Termination

'BTC Licensed CA' and/or 'emdha eSign CA' may terminate its obligations with respect to this Agreement at any time. Notice of the termination shall be made by posting the notice on the <https://www.emdha.sa> website.

If this Agreement is terminated for any reason then the Relying Party must not use or access the Repository or use, access, or rely on a certificate or associated signature, or any service provided by 'BTC Licensed CA' and/or 'emdha eSign CA'. Upon termination, the Warranty shall no longer be available and all of 'BTC Licensed CA' and/or 'emdha eSign CA' obligations hereunder shall cease.

10. Entire Agreement

This Agreement with all documents referred to herein shall constitute the entire agreement between the Relying Party and 'BTC Licensed CA' and/or 'emdha eSign CA' with respect to the Relying Party's use of the repository, the Warranty, or a 'BTC Licensed CA' and/or 'emdha eSign CA' issued certificate. This Agreement shall supersede any other existing agreements between the Relying Party and 'BTC Licensed CA' and/or 'emdha eSign CA', whether oral or written, with respect to the subject matter hereof.

11. Amendment and Waiver

‘BTC Licensed CA’ and/or ‘emdha eSign CA’ reserves the right to amend this Agreement and the ‘BTC Licensed CA’ and/or ‘emdha eSign CA’ CP/CPS at any time without prior notice. All such amendments shall be made by posting the amended CP/CPS or the amended Agreement to <https://www.emdha.sa>. Any such amendment shall be effective as of the date of posting to <https://www.emdha.sa>.

A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of that waiver is sought. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

12. Governing Law

This Relying Party Agreement shall be governed and construed in accordance with the laws of Saudi Arabia.

13. Fiduciary Relationship

‘BTC Licensed CA’ and/or ‘emdha eSign CA’ is/are not the agent, fiduciary, trustee, or other representative of the Relying Party. The Relying Party and ‘BTC Licensed CA’ and/or ‘emdha eSign CA’ acknowledge and agree that ‘BTC Licensed CA’ and/or ‘emdha eSign CA’ shall perform its duties under this Relying Party Agreement as an independent contractor. Relying Parties do not have any authority to bind ‘BTC Licensed CA’ and/or ‘emdha eSign CA’ by contract or otherwise, to any obligation. Relying Parties shall make no representations to the contrary, either expressly, implicitly, by appearance, or otherwise.

14. Severability

Should any provision, or portion of any provision, of this Agreement be invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions, or of the other portions of the provision in question shall not be affected thereby; provided, that such severance shall have no material adverse effect on the terms of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion of any provision were not contained herein.

15. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement shall be dealt with in accordance with the ‘BTC PKI Complaint and Dispute Resolution Policy’ and is roughly outlined as follows:

- a. Negotiation: BTC/emdha will use its best efforts to resolve a complaint or dispute to the mutual satisfaction of the related parties and the complainant;
- b. If both parties have not reached a solution in the agreed time frame, each party may give a written notice for Independent Mediation to resolve the dispute;
- c. If mediation is not successful, then the dispute will be submitted to the Digital Government Authority (DGA) for arbitration; DGA Dispute Resolution Policy shall

be applicable henceforth.

16. Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any communication or transaction, where such failure results from any act of God, compliance with any law, regulation, order or legal process to which such party is subject, or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from communicating under the terms of this agreement.

17. Survival

The following provisions in this agreement shall survive termination or expiration of this Agreement for any reason: (Limitation of Liability), (Term), (Assignment), (Termination), (Governing Law), (Fiduciary Relationship), (Severability), (Dispute Resolution) and (Survival).

18. Notices

All notices, questions, and requests shall be in English and shall be sent by email transmission to policy@emdha.sa. Notices to Relying Parties shall be made by posting the notice on the Repository <https://www.emdha.sa> and shall be deemed to be served upon the time of posting.

19. Language

The definitive version of this agreement is written in English. If this agreement is translated into another language and there is a conflict between the English version and the translated version, the English language shall prevail.

***** **END OF RELYING PARTY AGREEMENT** *****