

# TRUSTWAVE'S SSL RELYING PARTY WARRANTY

Ver. 2.1

Effective October 15, 2008

This relying party warranty (the "Relying Party Warranty") is intended solely for the purpose of providing a mechanism for dispute and resolution for a Relying Party who relied solely on a Trustwave Digital Certificate ("Certificate") issued by Trustwave in accordance with Trustwave's Certification Practices Statement ("CPS") as published on our website which resulted in the loss of money due to a fraudulent charge to their credit card directly by the holder of a Trustwave Certificate. If Trustwave was negligent in issuing a Certificate that was relied upon and this negligence resulted in a loss to a Relying Party ("you"), a Relying Party may be eligible to receive monetary relief subject to the limitations set forth herein. The terms and conditions of the Relying Party Warranty are as follows and must be strictly adhered to in order to submit a claim for review and consideration by Trustwave.

## 1. Relying Party Agreement

As identified in Trustwave's CPS, you must read and agree to the terms and conditions of the Relying Party Agreement before taking any action in connection with or relying in any way on a Trustwave Certificate.

## 2. Definitions

The capitalized terms used in this Agreement shall have the following meanings, unless otherwise specified:

"Relying Party" - As defined in the Trustwave Relying Party Agreement and CPS.

"Trustwave Certification Practices Statement" or "Trustwave CPS" - Trustwave Certification Practices Statement that is published, as amended from time to time, and/or otherwise released by Trustwave and published on its website at <https://ssl.trustwave.com/CA>. The CPS is subject to change in the sole and absolute discretion of Trustwave.

"Digital Certificate" - An electronic data file, conforming to the ISO/ ITU X509 version 3 standard, issued by Trustwave in order to identify an entity for the purpose of providing a "secure sockets layer" (SSL) capability from commonly used World Wide Web servers. A Relying Party can use the Digital Certificate of the Web server to authenticate the Web server name, domain name, or identity of the entity authorized to use the Digital Certificate. Prior to issuance of a Digital Certificate to an entity, Trustwave validates the identity of the entity in accordance with the Trustwave CPS.

"Digital Certificate Subscriber" or "Subscriber" - A person or entity who has executed a Trustwave Subscriber Agreement and was issued a Certificate by Trustwave in accordance with the Trustwave CPS.

## 3. Warranty Terms

3.1. Trustwave warrants solely for the benefit of the Relying Party subject to the provisions herein that Trustwave and its authorized partners have exercised reasonable care in accordance with the appropriate Trustwave's CPS validation steps in issuing a Certificate (the "Trustwave Warranty") to the authorized and correct Subscriber. TRUSTWAVE MAKES NO REPRESENTATION OR WARRANTY AS TO THE BUSINESS PRACTICES OF THE TRUSTWAVE SUBSCRIBERS.

3.2. If a Relying Party has experienced a fraudulent transaction directly from a credit card transaction made with a Trustwave Subscriber of a Trustwave Certificate which has resulted in the actual loss of money directly by the Relying Party, and the Relying Party strictly adheres to all obligations described herein, Trustwave will reimburse the Relying Partner, subject to the Transaction, Payment, Incident and Aggregate Warranty Payment Limitation the actual dollar amount lost by the Relying Party after any recovery or reimbursement.

This Trustwave Warranty applies only if the Subscriber's Certificate that was relied upon by the Relying Party was negligently issued by Trustwave in violation of the Trustwave Warranty described herein, and only if the Relying Party suffered actual monetary losses from the credit card transaction.

#### 4. Warranty Payment Limit

4.1. Trustwave Certificates. The Trustwave Certificate, subject to Transaction, Payment and Aggregate Payment Limitations, that are covered by the Trustwave Warranty are identified below:

Trustwave Certificate	Premium EV SSL Certificate	Enterprise EV SSL Certificate	Premium SSL Certificate	Enterprise SSL Certificate	Premium Wildcard	Enterprise Wildcard
Transaction Limit	10,000	10,000	10,000	10,000	10,000	10,000
Payment Limit per Relying Party	10,000	10,000	10,000	10,000	10,000	10,000
Aggregate Warranty Limitation	\$250,000	\$500,000	\$100,000	\$250,000	\$100,000	\$250,000

Only Trustwave Certificates that are listed above are covered by this Relying Party Warranty. For the avoidance of doubt, in no event shall this Relying Party Warranty apply to a certificate issued from a subordinate root certification authority underneath the independent organization certification authority (ORGCA), as defined within the Trustwave CPS. All certification authorities underneath the ORGCA CA shall have their own relying party agreements as defined by the third party organization and subsequently approved by Trustwave prior to participation within the Trustwave public key infrastructure.

All warranty claims are subject to a maximum Incident Limit of \$1000.00. The Incident Limit means the maximum amount a Relying Party is entitled to recover under a warranty claim per online credit card transaction with a Trustwave Subscriber. Multiple Relying Parties that are affiliated and are filing warranty

claims will be treated as one Relying Party and subject to the Incident Limit. Multiple claims by a Relying Party related to a Subscriber will be treated as one claim subject to the Incident Limit. Any payments under the warranty claim shall be based on the transaction amount less any monies recovered, relieved or reversed by the credit card issuer or bank and received by the Relying Party.

The Transaction Limit means the maximum amount of the online credit card transaction available for warranty coverage. Any transaction involving a transaction amount that exceeds the Transaction Limit will not be covered at all by the Trustwave Warranty AND IS EXPRESSLY EXCLUDED FROM WARRANTY COVERAGE.

The Payment Limit per Relying Party means the maximum amount a Relying Party can recover under all warranty claims related to a single Trustwave Certificate assigned to a Trustwave Subscriber.

The Aggregate Warranty Limitation means the maximum amount that Relying Parties can recover under all warranty claims related to a single Trustwave Certificate assigned to a Trustwave Subscriber pursuant to the Trustwave CPS. Any payments to Relying Parties under a warranty claim shall decrease the Aggregate Warranty Limitation by the amount of such payments.

## **5. Relying Party Representations, Warranty and Obligations**

A Relying Party makes the following representation and warranties and agrees to strictly adhere to the following obligations to be eligible to submit and receive payment under a warranty claim.

The Relying Party represents and warrants that an online credit card transaction was completed in reliance on a Trustwave Certificate and that all of the following obligations have been met:

- (a) The Relying Party used a validly issued credit card in the Relying Party's name for purposes of making a legal transaction;
- (b) The Relying Party read and agreed to be bound by the terms of the Trustwave Relying Party Agreement before providing the Trustwave Subscriber with any credit card information;
- (c) The Relying Party has met all of the Relying Party's obligations in the Relying Party Agreement and herein;
- (d) The Relying Party has disputed, in good faith, the transaction in question that is the subject of the warranty claim with both the Trustwave Subscriber and the Relying Party's credit card issuer. The Relying Party is in compliance with the credit card issuer's rules, procedures and timeframes applicable to filing a written claim related to the fraudulent transaction;
- (e) The Relying Party must submit all claims to Trustwave within ninety (90) days of the fraudulent transaction date that gave rise to the warranty claim;
- (f) The Relying Party must provide the following information when submitting a claim:

- i) The name of the Trustwave Subscriber and the website URL, the date, amount of the transaction, and the items ordered;
  - ii) a detailed description of the transaction circumstance that gave rise to the warranty claim which shall include contact names for the Relying Party, the Trustwave Subscriber, the credit card issuer and copies of all filed claims for reimbursement.
  - lii) The Relying Party may in, Trustwave's sole discretion, be required to file a police report and submit the report to Trustwave;
  - iv) Prior to any warranty payment, the Relying Party shall be required to attest to non-reimbursement of any or all of the transaction funds that gave rise to the warranty claim; and
  - v) The Relying Party must cooperate fully with any and all investigations related to the fraudulent transaction and warranty claim, and agrees that Trustwave may release any and all information submitted as part of the warranty claim to the Trustwave Subscriber, credit card issuer and/or local, state, or federal law enforcement; and
- (g) The Relying Party shall submit all warranty claim information to legal@Trustwave.com or fax it to 443-782-0470.

## **6. Warranty Exceptions**

This Trustwave Warranty does not apply to a Relying Party's losses or damages caused wholly or partially by:

- (i) the Relying Party's fraud or illegal acts or those of the Subscriber which they rely, or by persons coercing the Relying Party or Subscriber to cause the loss or damages;
- (ii) the Relying Party's breach of any warranty or obligations in the Relying Party Agreement, including but not limited to failure to validate a Certificate prior to relying upon it, and failure to validate the certificate chain for any Certificate prior to relying upon it;
- (iii) acts by any unauthorized individuals which impairs, damages, or misuses the services of any Internet Service Provider or telecommunications, cable, or satellite carrier, other common carrier or value-added services, including but not limited to, denials of service attacks and the use of malicious software such as computer viruses;
- (iv) the Relying Party's unreasonable or unjustified reliance upon information contained within a Digital Certificate in view of what the Relying Party knows or should have known, or based on the Relying Party's course of dealings and customs of trade;
- (v) power failures or other disturbances to electrical power;
- (vi) failure of any services or equipment not under the exclusive control or ownership of Trustwave or its partners, affiliates, and agents;

(vii) the Relying Party's reverse engineering, interference with, or monitoring of the Certificate services, except as provided by the Service Agreements or with Trustwave' express consent; or

(viii) acts of God, governmental acts, accidents, wars, terrorism, riots or civil unrest, fires, storms, earthquakes, floods or elements of nature, or any other similar cause beyond the reasonable control of such party.