

Version 1.5, 31 March 2018

## TBS INTERNET X509 SSL Certificate's Relying Party Warranty

The Relying Party Warranty set forth herein (the "Relying Party Warranty") provides an avenue of relief to individuals whose reliance on the information contained in a TBS INTERNET-issued Digital Certificate resulted in a loss of money due to a fraudulent charge on their credit card by the holder of said TBS INTERNET-issued Digital Certificate.

If TBS INTERNET was negligent in issuing a Digital Certificate that resulted in a loss for the Relying Party ("you") and that the Covered Person meets the criteria below, you may be eligible to receive reimbursement for your loss, subject to the Payment Limit, Maximum Transactional Value, limit per occurrence and other exceptions stated herein, corresponding to the amount fraudulently collected by the Subscriber from the Covered Person by credit card.

### 1. Application

Before taking any action in relation with or relying in any way on a TBS INTERNET-issued Digital Certificate, you shall read and agree to the terms and conditions of the Relying Party Agreement, as well as TBS INTERNET's CPS.

Subject to the provisions of the Relying Party Agreement and limited to the value of the Warranty, TBS INTERNET grants said Warranty solely to the Covered Person and warrants to you that TBS INTERNET and its third party providers have exercised reasonable care in following the validation process set forth in TBS INTERNET's CPS when issuing a Digital Certificate (the "TBS INTERNET Warranty").

All claims shall be addressed to: [legal@tbs-internet.com](mailto:legal@tbs-internet.com). Said e-mail shall include the following information: the date of loss, a detailed description of the event giving rise to said claim, the website's URL and the name of the Subscriber through which the loss occurred, the credit card number, as well as the credit card issuer's name subject to said loss. You agree to cooperate fully in the defence of all claims (including providing supplementary information if needed). All claims shall be submitted to TBS INTERNET (or the entity appointed by TBS INTERNET) within 90 days of the loss in question.

### 2. Definitions

Capitalized terms used in this Agreement shall have the following meanings, unless

otherwise specified:

“Digital Certificate” or “Certificate” means a digitally signed electronic data file (conforming to the X509 version 3 ITU standard) issued by TBS INTERNET in order to identify a person or entity seeking to conduct business over a communications network using a Digital Signature or entity which contains the identity of the person authorized to use the Digital Certificate, a copy of their Public Key, a serial number, the time period during which the Digital Certificate may be used, as well as a Digital Signature issued by TBS INTERNET. “TBS INTERNET’s CPS” or “Certificate Practice Statement” means the documents setting forth the working practices that TBS INTERNET uses to perform its Digital Certificate processes and Repository operations, as set forth at <https://www.tbs-internet.com/CA/repository/>. “TBS INTERNET” means the Digital Certificate issuer covered by the Warranty. “Covered Loss” means a direct monetary loss associated with an online credit card transaction that meets the criteria set forth in Section 3. “Covered Person” means a person who meets all of the criteria set forth in Section 4 of this Agreement who will receive payment for a Covered Loss. “Incident” means an instance where TBS INTERNET failed to perform the validation requirements set forth in TBS INTERNET’s CPS. “Maximum Certificate Coverage” means the “Maximum Transactional Value” of a single transaction that will be covered by the Warranty associated with said Digital Certificate. Maximum Transactional Values are set forth in Section 6. “Payment Limit” means the maximum aggregate claims which can be made against a Digital Certificate under this Warranty. Payment Limits are set forth in Section 6. “Relying Party” means an entity using a Digital Certificate to conduct an online transaction utilizing a credit card and employing the Subscriber’s name. “Relying Party Agreement” means the document titled Relying Party Agreement located in the Repository which sets out the terms and conditions between TBS INTERNET and the Relying Party. “Repository” means a publicly available collection of information and databases relating to TBS INTERNET’s Digital Certificate practices, set forth at <https://www.tbs-internet.com/CA/repository/>. “Subscriber” means the entity named in the Digital Certificate, with whom the Relying Party wishes to conduct an online credit card transaction. “Warranty” means TBS INTERNET’s guarantee against loss associated with an online credit card transaction and caused by TBS INTERNET’s failure to perform the validation requirements set forth in TBS INTERNET’s CPS.

### 3. Covered Losses

(i) The Warranty only applies to an Incident where the Digital Certificate used by the Covered Person was issued by TBS INTERNET in violation of the validation procedures set forth in the TBS INTERNET’s CPS, where the losses incurred were a direct result of TBS INTERNET’s negligence in following said validation procedures, where the losses were monetary in nature and associated with a fraudulent online credit card transaction.

(ii) The Warranty shall cover a direct monetary loss at least equal to (a) the amount directly paid by the Covered Person in reliance on the Digital Certificate and in

parallel with the amount received as compensation by the credit card issuer; (b) the Maximum Transactional Value associated with said Digital Certificate; or (c) the Payment Limit's total amount associated with said Digital Certificate.

(iii) The Warranty is subject to the Payment Limit associated with said Digital Certificate. The Payment Limit is the maximum amount of aggregate claims that will be paid under the Warranty. The maximum amount of aggregate claims payable under the Warranty shall start anew upon renewal of said Digital Certificate and each renewed Digital Certificate shall have a Payment Limit equal to the original Digital Certificate's Payment Limit. Warranty claims will be paid in the order in which they are received by TBS INTERNET. No payments will be made under this Agreement to any Covered Person if the Digital Certificate's Payment Limit has been exceeded. Relying Parties shall check with TBS INTERNET to ensure that the Payment Limit has not been reached. As stated herein, if a Digital Certificate was issued by TBS INTERNET in violation of the validation procedures set forth in the TBS INTERNET's CPS, then each Covered Person shall receive a compensation for Covered Loss up to the Maximum Certificate Coverage per transaction until the total of all Covered Losses reaches the Payment Limit.

#### 4. Covered Persons

Under this Warranty, you shall complete an online credit card transaction in reliance on an unrevoked and unexpired TBS INTERNET-issued Digital Certificate where TBS INTERNET failed to perform the validation requirements set forth in TBS INTERNET's CPS. In addition, you shall meet all of the following requirements:

In order to qualify as a Covered Person under this Warranty, a Relying Party shall:

- (i) be an entity who has completed an online credit card transaction using a credit card validly issued in the Relying Party's name.
- (ii) have completed the transaction using a Digital Certificate issued to the Subscriber by TBS INTERNET.
- (iii) have verified said TBS INTERNET-issued Digital Certificate and reasonably relied upon the information contained within it to establish the Digital Certificate holder's identity.
- (iv) have suffered a direct monetary loss resulting from a fraudulent charge on their credit card by the holder of said TBS INTERNET-issued Digital Certificate.
- (v) have read and agreed to to the terms and conditions of the Relying Party Agreement, as well as TBS INTERNET's CPS prior to using said Digital Certificate or providing any credit card information to the Subscriber.
- (vi) have disputed the charges associated with the loss with their credit card issuer

and/or any other entity. Such dispute shall be made in compliance with the rules, procedures and deadlines applicable to the credit card used to make said charges. Any payment from TBS INTERNET under this Warranty shall be decreased by any amounts received as recovery, deduction or reimbursement from the Covered Person's credit card issuer.

Under no circumstances shall a third party, including the Subscriber, be a third party beneficiary with respect to the Warranty.

## 5. Exceptions to the Warranty

This Warranty does not apply to any loss or damage suffered by a Covered Person, caused fully or partially by:

- (i) brown outs, power outages or any other electrical disturbances.
- (ii) illegal acts by the Covered Person or the Subscriber upon which the Covered Person relies.
- (iii) coercion of the Covered Person or Subscriber.
- (iv) the Covered Person's breach of any Warranty or obligations set forth herein, including the Covered Party's failure to validate a Digital Certificate with TBS INTERNET or failure to validate the Digital Certificate chain for any Digital Certificate prior to relying on said Digital Certificate.
- (v) acts by any unauthorized individual which impairs, damages or misuses the services of any Internet Service Provider, telecommunications, cable or satellite carrier, as well as any 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.
- (vi) the Covered Person's unreasonable or unjustified reliance upon information contained within a Digital Certificate in view of what the Covered Person knows or should have known or based on the Covered Person's course of dealings and customs of trade.
- (vii) failure of any services or equipments not under the exclusive control or ownership of TBS INTERNET or its partners, affiliates, and agents. or
- (viii) the Covered Person's reverse engineering, interference with or monitoring of the Digital Certificate services.

## 6. Warranty Limits

The Payment Limits and Maximum Transactional Values specific to each TBS INTERNET X509's Digital Certificate are set forth below, in accordance with TBS

## INTERNET X509 SSL Certificate's Subscriber Agreement.

<b>Certificate type</b>	<b>Maximum transactional value</b>	<b>Payment limit</b>
Multiples Sites	\$0	\$0
Test	\$0	\$0
Standard	\$50	\$50
E-commerce	\$2,500	\$2,500
Premium	\$10,000	\$10,000
Omnidomain	\$10,000	\$10,000