

## **APPLE RELYING PARTY AGREEMENT**

PLEASE READ THIS RELYING PARTY AGREEMENT (“AGREEMENT”) BEFORE VALIDATING AN APPLE IST DIGITAL CERTIFICATE (DEFINED BELOW), ACCESSING OR USING ANY INFORMATION FROM APPLE’S CERTIFICATION AUTHORITY WEB SITE OR ANY CERTIFICATE REVOCATION LIST OR OCSP RESPONSE ISSUED BY APPLE INC. (“APPLE CRL”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO SUBMIT A QUERY OR DOWNLOAD, ACCESS, OR USE ANY APPLE IST CERTIFICATE.

The terms and conditions of this Agreement apply when you submit a query to search for a certificate’s status or to verify a digital signature when you download an Apple CRL, or when you otherwise use or rely upon any information or services provided by Apple's Certificate Authority website or any Apple IST Sub-CA.

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

“Apple CPS” means an Apple IST Sub-CA Certification Practice Statement, as amended, from time to time, which may be accessed from Apple’s website at <http://www.apple.com/certificateauthority>.

“Apple PKI” means Apple’s Public Key Infrastructure.

“IST Certificate” means a digital certificate issued from an Apple IST Sub-CA.

“IST” means Information Systems and Technology.

“Certificate Chain” means an ordered list of Certificates that terminates in a root certificate.

“Certification Authority” or “CA” means an entity authorized to issue, manage, revoke, and renew IST Certificates for the Apple IST Sub-CAs.

“Relying Party” means an individual or organization that acts in reliance on a Certificate or a digital signature.

2. Your Obligations. You acknowledge and agree that it is your responsibility to decide whether to rely on the information in an IST Certificate. As a Relying Party, you agree to the following: (a) you will not falsify or misuse any IST Certificate; (b) you will use IST Certificates for legal purposes only and in accordance with any applicable Certificate Policy, any applicable Apple CPS or other Certificate Authority business practice disclosures; (c) you will check the status of an IST Certificate on which you wish to rely, as well as all the certificates in its Certificate Chain, and will rely on an IST Certificate only if the verification is successful and none of the certificates in the Certificate Chain have been revoked. If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances for such reliance to be deemed reasonable. You agree as a Relying Party that IST Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement. The applicable Apple CPS may be found at: <http://www.apple.com/certificateauthority>.

3. Compromise of Security. You agree that you shall not monitor, interfere with, or reverse engineer the technical implementation of the Apple PKI, and shall not otherwise compromise the security of the Apple PKI.

4. Disclaimers. YOU AGREE THAT YOUR USE OF APPLE IST CERTIFICATES OR APPLE CRLS IS SOLELY AT YOUR OWN RISK. YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN AN IST CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY THAT A STOLEN OR COMPROMISED KEY MAY BE USED TO FORGE A DIGITAL SIGNATURE TO A DOCUMENT. YOU AGREE THAT THE IST CERTIFICATES AND APPLE CRLS ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. APPLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. APPLE DOES NOT MAKE ANY WARRANTY THAT THE IST CERTIFICATES OR APPLE CRLS WILL MEET YOUR REQUIRMENTS, OR THAT THEY WILL BE ERROR FREE; NOR DOES APPLE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE IST CERTIFICATES OR APPLE CRLS, OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THEIR USE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF APPLE IST CERTIFICATES OR APPLE CRLS IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM APPLE OR THROUGH APPLE IST CERTIFICATES OR APPLE CRLS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE AN APPLE IST CERTIFICATE, THE APPLE CERTIFICATE AUTHORITY WEB SITE OR AN APPLE CRL, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are a consumer based in the United Kingdom, this Agreement will be governed by the laws of the jurisdiction of your residence. If

for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. **Dispute Resolution.** To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify Apple, and any other party to the dispute for the purpose of seeking a business resolution. Both you and Apple shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law as specified under this Agreement.

8. **Severability.** 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.

9. **Complete Agreement; Governing Language.** This Agreement constitutes the entire agreement between you and Apple relating to your use of the IST Certificates and supersedes all prior or contemporaneous understandings regarding such subject matter.

Apple Relying Party Agreement version 2.0 (March 12, 2015)