

Raytonne Trust Services

Relying Party Agreement

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Contents

1. INTRODUCTION 4
2. DEFINATIONS 5
3. YOUR REPRESENTATIONS AND WARRANTIES 6
4. YOUR OBLIGATIONS 7
5. RESTRICTIONS ON USE 8
6. PRIVACY 9
7. INTELLECTUAL PROPERTY RIGHTS 10
8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY 11
9. INDEMNIFICATION 12
10. TERM AND TERMINATION 13
11. MISCELLANEOUS 14
11.1. Notices 14
11.2. Governing Law 14
11.3. Modifications 14
11.4. Assignment 14
11.5. Force Majeure 14
11.6. No Waiver 14
11.7. Independent Contractors; No Agency 14
11.8. No Third-Party Beneficiaries 14
11.9. Severability 14
11.10. Conflicting Terms 15
11.11. Conflicting Languages 15
11.12. Entire Agreement 15
Appendix A: Change Log 16

1. INTRODUCTION

This Raytonne Trust Services ("Raytonne") Relying Party Agreement ("Agreement") is made between Raytonne and the individual or organization accessing, using, or relying on a Certificate or related Certificate Services from Raytonne ("you"). You must read and accept this Agreement before accessing, using, or relying on any Certificates or related Certificate Services or information, materials or content that Raytonne provides, including accessing or using any public key infrastructure or online database of certificate information provided by or on behalf of Raytonne (all of the foregoing, together with all of Raytonne's hardware, software, networking, and communications infrastructure used to provide the foregoing, the "Raytonne PKI").

You agree to the terms of this Agreement upon submitting a query to, downloading, accessing, using, or relying on any aspect of, the Raytonne PKI. The Agreement will be effective as of the date of the submission, download, access, use or reliance ("Effective Date"). Questions about this Agreement may be directed to support@raytonne.com.

In addition to this Agreement, you must also read and understand the Raytonne Trust Services Certificate Policy (CP) and the Raytonne Trust Services Certification Practice Statement (CPS) both of which are available in the Repository at https://www.raytonne.com/PKI/, because they also apply to your use of Raytonne-issued Certificates.

2. DEFINATIONS

Capitalized terms used but not defined in this Agreement have the meaning given to them in the CPS available in the Repository at https://www.raytonne.com/PKI/.

Certificate Services: All services provided by or on behalf of Raytonne in connection with this Agreement or the issuance of any Certificate, including providing access to and use of the Repository, OCSP, Certificate information, and other features of the Raytonne PKI.

Intellectual Property Rights: Patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

3. YOUR REPRESENTATIONS AND WARRANTIES

You make the following representations and warranties in connection with this Agreement.

1) Informed Consent.
   a) You have sufficient information to make an informed choice regarding the extent to which you elect to rely on the information in a Certificate or in or provided through the Raytonne PKI.
2) Agreement and Limitations on Raytonne's Liability.
   a) Your use of or reliance on the information in a Certificate or in or provided through the Raytonne PKI is governed by this Agreement.
   b) If you are entering into this Agreement on behalf of a Legal Entity, such as your employer, you have all right, power, and authority necessary to do so.
   c) You have studied the applicable limitations on the usage of Certificates, and you agree to Raytonne's limitations on liability related to the use of Certificates and the Raytonne PKI, stated in this Agreement and the CPS.
   d) You have read, understand and agree to the CPS, which is part of this Agreement.
3) Your Responsibilities and Liability.
   a) You are solely responsible and liable for deciding whether or not to rely on information in a Certificate or in or provided through the Raytonne PKI.
   b) You are solely responsible for the legal and other consequences of your failure to comply with your representations and warranties and perform your obligations stated in this Agreement and the CPS.
   c) You will be liable to Raytonne if you breach this Agreement.
4) Mitigation of Risk.
   a) You have verified both the Raytonne PKI CA Certificate and any other certificates in the certificate chain are valid, unexpired and not Revoked using the relevant CRL or OCSP.
   b) You will not use a Certificate if the Certificate is not valid, has expired or been Revoked.
   c) You will take all reasonable steps to minimize the risk associated with relying on a digital signature, including only relying on a Certificate after considering:
      i) applicable law and the legal requirements for identification of a party, protection of the confidentiality or privacy of information, and enforceability of the transaction;
      ii) the intended use of the Certificate as listed in the Certificate or the CPS;
      iii) the data listed in the Certificate;
      iv) the economic value of the transaction or communication;
      v) the potential loss or damage that would be caused by an erroneous identification or a loss of confidentiality or privacy of information in the application, transaction, or communication;
      vi) your previous course of dealing with the Subscriber;
      vii) your understanding of trade, including experience with computer-based methods of trade; and
      viii) any other indicia of reliability or unreliability pertaining to the Subscriber or the application, communication, or transaction.

4. YOUR OBLIGATIONS

You will not rely on the information in any Certificate or in or provided through the Raytonne PKI unless you have personally verified that doing so is reasonable, including by: (a) assessing whether use of a Certificate for a given purpose is appropriate under the circumstances; (b) using appropriate technology to verify the digital signature and perform other cryptographic operations; (c) checking Certificate status, and the validity of all Certificates in the applicable Certificate's chain, before you rely on a given Certificate; and (d) considering other circumstances that may affect the reliability of the digital signature, Certificate, Certificate chain, or Certificate revocation list. You will not rely on any Certificate without at least complying with the foregoing clauses (a), (b), (c), and (d). Raytonne, its suppliers, and any RAs are not responsible for assessing the appropriateness of the use of information in Certificates or in or provided through the Raytonne PKI.

5. RESTRICTIONS ON USE

You will not:

- use, or provide access to, any Certificate, the Raytonne PKI or other information provided in or through the Raytonne PKI for use in circumstances or applications in which the failure or compromise of any aspect of the Raytonne PKI, or any Certificates or other information in or provided through the Raytonne PKI, could lead to death, personal injury, or severe physical or environmental damage;
- use any Certificates as proof of identity or as support of non-repudiation of identity or authority; or
- monitor, interfere with, or reverse engineer the Raytonne PKI, or other information in or provided through it, or otherwise intentionally compromise the security of the Raytonne PKI (except to the extent expressly permitted by applicable law despite this limitation or otherwise on Raytonne's express, prior, written approval in each case).

6. PRIVACY

Raytonne's general privacy policy at https://www.raytonne.com/privacy-policy/ explains how Raytonne treats your personal data and protects your privacy when you use the Certificate Services. Raytonne may amend the privacy policy at any time by posting the amended privacy policy on its website.

7. INTELLECTUAL PROPERTY RIGHTS

The Agreement does not grant either party any rights, implied or otherwise, to the other's Intellectual Property Rights. As between the parties, Raytonne retains all Intellectual Property Rights in the Certificates, all documentation provided by Raytonne in connection with the Certificates, the Certificate Services, the Raytonne PKI, and derivative works of any of the foregoing.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. The Raytonne PKI is provided by Raytonne Trust Services on an “as is” and “as available” basis.
2. Raytonne and its affiliates make no representations or warranties of any kind, express or implied, as to the operation of the Raytonne PKI.
3. To the maximum extent permitted by applicable law, Raytonne and its affiliates disclaim all warranties (express, implied, or otherwise), including implied warranties of merchantability and fitness for a particular purpose.
4. Raytonne and its affiliates do not warrant that the Raytonne PKI is free of viruses or other harmful components.
5. Raytonne does not guarantee that the Certificates, the Raytonne PKI or its Repository information will meet your requirements or expectations or that access to the Repository or Certificates will be uninterrupted, timely, secure, or error-free.
6. Raytonne will not be liable to you for any loss suffered due to the Subscriber’s breach of the Subscriber Agreement.
7. Your use of the Raytonne PKI is at your sole risk.
8. Raytonne does not warrant that the Raytonne PKI will be free from theft or compromise and will not be liable to you for any loss resulting from the theft or compromise of the Raytonne PKI or a Private Key corresponding to a Public Key contained in a Certificate.
9. To the extent permitted by applicable law, Raytonne and its affiliates will not have any liability arising out of or relating to the Agreement or the Raytonne PKI for any: (i) lost profits, revenues, goodwill, or savings; or (ii) indirect, consequential, special, incidental, or punitive damages. To the extent permitted by applicable law, Raytonne and its affiliates’ total liability for damages arising out of or relating to the Agreement or Raytonne PKI will not under any circumstances, exceed $100.

9. INDEMNIFICATION

You will defend and indemnify Raytonne and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from: (a) your breach of this Agreement or your representations or warranties under this Agreement; (b) reliance on a Certificate, Certificate Services, or the Raytonne PKI that is not reasonable under the circumstances; (c) failure to check a Certificate's status before relying on it; (d) your intentional or unintentional misrepresentations or omissions in connection with this Agreement; or (e) claims that any content or information provided by you in connection with the Agreement violates or infringes a third party's rights, including Intellectual Property Rights. Raytonne has the right to approve controlling counsel, such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest) and may appoint its own non-controlling counsel, at its own expense. Any settlement requiring Raytonne to admit liability, pay money, or take (or refrain from taking) any action, will require Raytonne's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

10. TERM AND TERMINATION

This Agreement is effective as of the Effective Date and may be terminated by either party at any time, effective on notice to the other party in accordance with Section 10.1 (Notices). Upon termination of this Agreement, you will immediately cease use of the Raytonne PKI. Sections 6 (Privacy), 7 (Intellectual Property Rights), 8 (Disclaimer of Warranties and Limitation of Liability), 9 (Indemnification), and 11 (Miscellaneous) will survive termination of this Agreement.

11. MISCELLANEOUS

11.1. Notices

All notices of termination or breach must be in Chinese or English, in writing, and addressed to the other party's Legal Department. The address for notices to Raytonne is support@raytonne.com. All other notices must be in Chinese or English, in writing and addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

11.2. Governing Law

ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CHINESE LAW, AND WILL BE LITIGATED EXCLUSIVELY IN THE COURTS OF NANYANG, HENAN, CHINA. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

11.3. Modifications

Raytonne reserves the right to make changes to this Agreement at any time effective by posting the updated terms to the Repository, solely with prospective effect. By continuing to access or use the Raytonne PKI, or any part of it, after such posting of updated terms, you are deemed to have agreed to such updated Agreement terms.

11.4. Assignment

You may not assign this Agreement without Raytonne's written consent.

11.5. Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.6. No Waiver

Raytonne will not be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

11.7. Independent Contractors; No Agency

The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship.

11.8. No Third-Party Beneficiaries

This Agreement does not confer any benefits on any third party unless it expressly states that it does.

11.9. Severability

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

11.10. Conflicting Terms

To the extent this Agreement conflicts with the CPS, this Agreement will govern.

11.11. Conflicting Languages

If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

11.12. Entire Agreement

This Agreement, including the CPS and Raytonne's Privacy Policy, states all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement.

Appendix A: Change Log

Version	Change Description	Date
1.0	Initial publication	February 23, 2022
1.1	Update contact information	January 01, 2023