



RELYING PARTY AGREEMENT

YOU MUST READ THIS APPLE PUBLIC CA RELYING PARTY AGREEMENT (“AGREEMENT”) BEFORE ACCESSING, USING, OR RELYING ON ANY DIGITAL CERTIFICATES OR RELATED CERTIFICATE SERVICES OR INFORMATION PROVIDED BY APPLE PUBLIC CA, INCLUDING ACCESSING OR USING ANY PUBLIC KEY INFRASTRUCTURE OR ONLINE DATABASE OF CERTIFICATE INFORMATION PROVIDED BY OR ON BEHALF OF APPLE PUBLIC CA (ALL OF THE FOREGOING, TOGETHER WITH ANY AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE, IF ANY) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH SUCH PUBLIC KEY INFRASTRUCTURE OR OTHER CERTIFICATE SERVICES, AND ALL OF APPLE’S HARDWARE, SOFTWARE, NETWORKING, AND COMMUNICATIONS INFRASTRUCTURE USED TO PROVIDE SUCH SERVICES, (THE “APPLE PUBLIC CA”). SPECIFIC APPLE PUBLIC CA POLICIES AND PROCEDURES CAN BE FOUND AT (<https://www.apple.com/certificateauthority/public>) WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT A QUERY TO, AND DO NOT DOWNLOAD, ACCESS, USE, OR RELY ON ANY ASPECT OF, THE APPLE PUBLIC CA. BY SUBMITTING ANY QUERY TO, OR OTHERWISE BY DOWNLOADING, ACCESSING, USING, OR RELYING ON ANY ASPECT OF, THE APPLE PUBLIC CA, YOU ARE DEEMED TO HAVE ACCEPTED ALL TERMS OF THIS AGREEMENT (WHICH FORM A BINDING LEGAL CONTRACT BETWEEN THE INDIVIDUAL ENGAGED IN THE FOREGOING ACTS, AND SUCH PERSON’S EMPLOYER OR OTHER PRINCIPAL IF ACTING ON BEHALF OF A THIRD PARTY (SUCH INDIVIDUAL AND ANY SUCH ENTITIES, COLLECTIVELY, “YOU” OR “YOUR”) AND APPLE PUBLIC CA). IN CONSIDERATION OF YOUR AGREEMENT TO THESE TERMS, YOU ARE ENTITLED TO USE THE APPLE PUBLIC CA AS SET FORTH IN THIS AGREEMENT.

1. Definitions.

“Apple” means Apple Inc. and its subsidiaries and affiliates.

“Apple Public CA” means the organization within Apple which is responsible for the Certificate issuance, operations and validation within Apple.

“Certificate” or “Digital Certificate” means a digitally-signed document that states the user’s name and public key in the version 3 format specified by ITU-T Recommendation X.509 and that is issued by Apple Public CA or its suppliers.

“Certification Authority” or “CA” means an entity that issues, suspends, or revokes Certificates in accordance with its Certificate policies and CPS. For purposes of this Agreement, CA means Apple Public CA or its suppliers.

“Certification Practice Statement” or “CPS” means a document that describes the practices employed by a Certificate Authority when issuing and managing Certificates. Apple Public CA’s CPS is published at <https://www.apple.com/certificateauthority/public>

“Relying Party” means an individual or organization that relies on the Apple Public CA or any Certificate or other information within or provided through it.

2. Use of Apple Public CA and Digital Certificate

2.1 Informed Consent. You represent and warrant: (a) you have sufficient information to make an informed choice regarding the extent to which you elect to rely on the Apple Public CA or any Certificates or other information in or provided through it; (b) your use of or reliance on the Apple Public CA and all Certificates and other information provided in or through it is governed by this Agreement; (c) you will be liable to Apple Public CA if you breach this Agreement; (d) you are solely responsible and liable for deciding whether or not to rely on a Certificate or any other information provided in or through the Apple Public CA; and (e) if you are entering into this Agreement on behalf of an entity, you have all right, power, and authority necessary to do so.



2.2 Your Obligations. As a Relying Party, you must not rely on the Apple Public CA or any Certificates or other information in or provided through it 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; and (c) checking Certificate status, and the validity of all Certificates in the applicable Certificate's chain, before you rely on a given Certificate. You will not, and have no right to, rely on any Certificate without at least complying with the foregoing clauses (a) –(c). Apple Public CA, its suppliers, and any registration authorities are not responsible for assessing the appropriateness of the use of the Apple Public CA or any Certificates or other information in or provided through it. You agree that (a) you will not misuse any Certificate; and (b) you will use Digital Certificates for legal purposes only and in accordance with any applicable Certificate Practice Statement or other Certificate Authority business practice disclosures. Apple's Certificate Policy and Certificate Practice Statements may be found at: <https://www.apple.com/certificateauthority/public>.

2.3 Limitations. You will not, and have no right to, use, or provide access to, any Certificate for use in connection with any life threatening or critical applications including but not limited to nuclear facilities, aircraft navigation, aircraft communications, flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3, or equivalent), weapons systems, or in any other applications in which the failure or compromise of any aspect of the Apple Public CA, or any Certificates or other information in or provided through it, could lead to death, personal injury, or severe physical, environmental or financial damage. You also will not use any Certificates as proof of identity or as support of non-repudiation of identity or authority.

2.4 Indemnity. You will defend, indemnify, and hold harmless Apple, its affiliates, their directors, officers, employees, agents, successors, assigns, and any third-party providing services to Apple Public CA or any of its affiliates in relation to this Agreement (collectively, "Apple Indemnified Parties") from and against any and all Claims. "Claim" means any demand, suit, or other action made or brought by an unaffiliated third party (including costs, losses, damages, and expenses (including reasonable attorneys' fees) related to such third-party claim) to the extent arising from your: (a) failure to perform the obligations of a Relying Party under this Agreement; (b) reliance on Apple Public CA or any constituent elements of it, including any Certificate, that is not reasonable under the circumstances; or (c) failure to check a Certificate's status before relying on it. Apple Public CA will notify you in writing of the Claim and permit you, using mutually-agreed counsel, to answer and defend the Claim (although Apple Public CA's failure to notify you will not relieve you of any liability under this Section 2.4, except to the extent such failure materially prejudices your ability to defend such Claims). Apple will, on your reasonable request and at your expense, also provide you with reasonable assistance in defending the Claim. You will not stipulate, admit, or acknowledge any fault or liability on the Apple Indemnified Party's part without Apple's express, prior, written consent. Apple may participate in the defense of Claims at its own expense and with counsel of its own choosing. If at any time Apple reasonably determines that any Claim might adversely affect any Apple Indemnified Party, then without limiting your indemnification obligations, Apple may take control of the defense of the Claim.



3. Disclaimer of Warranties. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE WHETHER ISSUED BY APPLE PUBLIC CA. THE APPLE PUBLIC CA AND CERTIFICATES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS”. YOUR USE OF DIGITAL CERTIFICATES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SECURITY, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO DIGITAL CERTIFICATES. APPLE AND ITS AFFILIATES DO NOT WARRANT THAT THE APPLE PUBLIC CA IS ERROR FREE. IT IS POSSIBLE THAT A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE CAN BE STOLEN OR OTHERWISE COMPROMISED, AND SUCH THEFT OR COMPROMISE MAY NOT BE IMMEDIATELY DETECTED. IT IS ALSO POSSIBLE TO USE A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE. ALTHOUGH APPLE MAKES EFFORTS TO PREVENT SUCH THEFT OR COMPROMISE, APPLE AND ITS AFFILIATES ARE NOT WARRANTING THAT THE APPLE PUBLIC CA WILL BE FREE FROM THEFT OR COMPROMISE. In addition, you are solely responsible for any third-party services and materials that you may access, link to or display through the use of the Apple Digital certificate. Apple makes no representation that such services and third-party materials are appropriate or available for use in any particular location. To the extent you choose to use or access such services or third-party materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws and privacy and data collection laws. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time without notice. In no event will Apple be liable for the removal of or disabling of access to any such services. Apple may also impose limits on the use of or access to certain services, in any case and without notice or liability.

4. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE, ITS AFFILIATES, AGENTS, PRINCIPALS, OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, 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 THE DIGITAL CERTIFICATE OR THE APPLE PUBLIC CA OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE APPLE CERTIFICATES OR THE APPLE PUBLIC CA, 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 EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. This Agreement does not confer any agency or other similar relationship between the parties or any benefits on any third-party. In no event shall Apple’s total liability to you for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Except as otherwise set forth in this Agreement, all rights and remedies specified under this Agreement are in addition to any other remedies that may be available at law or in equity.

Apple Public CA provides EV certificate services through DigiCert, Inc. As such you are deemed to have a direct agreement between yourself and DigiCert and your use of the EV Certificate shall be governed by the DigiCert Relying Party Agreement (<https://content.digicert.com/wp-content/uploads/2018/09/DigiCert-Relying-Party-Agreement-9.17.2018.pdf>), including by not limited to Section 5 (Disclaimers and Limitations of Liability). Nothing in the DigiCert Relying Party Agreement will modify or increase Apple’s warranties or limitations of liability, as outlined in Apple’s Relying Party Agreement.

5. Security. You will not, and have no right to, monitor, interfere with, or reverse engineer the Apple Public CA services and infrastructure, or any Certificates or other information in or provided through it, or otherwise intentionally compromise the security of the Apple Public CA (except to the extent expressly permitted by applicable law despite this limitation or otherwise on Apple’s express, prior, written approval in each case).

6. Privacy. Please review Apple’s Privacy Policy located at (<https://www.apple.com/legal/privacy/>), which also governs your use of the Apple Public CA, to understand Apple’s privacy practices related to the Apple Public CA.



7. Proprietary Rights. This Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property rights. As between the parties, Apple retains all intellectual property rights in the certificates, all documentation provided by Apple in connection with the certificates, the certificate services, content in the Apple Public CA or provided through it (e.g., Certificates, text, graphics, images, audio, software, and other technology and information of any kind), the Apple Public CA and derivative work of any of the foregoing is owned solely by Apple or its suppliers or licensors and is protected by U.S. and international intellectual property laws and other laws.

8. Term. The term of this Agreement begins when you have accepted its terms as provided in the preamble above. Either party may terminate this Agreement at any time, for any reason or no reason, effective on notice to the other party in accordance with Section 14. Your rights under this license will terminate automatically without notice from the Licensor if you fail to comply with any term(s) of this license. On termination of this Agreement for any reason, you will immediately cease use of the Apple Public CA.

9. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one arbitrator and shall be conducted in English. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The proceedings, any awards and all materials used, or created for use in the arbitration shall be treated as confidential except to the extent that disclosure may be legally required (including to protect or pursue a legal right) or necessary to enforce or challenge an arbitration award before a court or other judicial authority. The arbitrator(s) shall award to the prevailing party, if any, its costs and expenses, including its attorneys' fees including any attorneys' fees and costs required to confirm and/or enforce any arbitration award in any judicial proceedings. Judgment on the award may be entered in any court having jurisdiction. Nothing in the Agreement shall prevent either party from seeking provisional measures from any court of competent jurisdiction. You agree that Apple will be irreparably harmed and monetary damages may not be adequate compensation if you fail to meet your obligations under the Agreement, and that, in addition to other remedies, Apple may seek injunctive relief or specific performance to prevent any threatened or continued breach. The parties hereby waive any requirements for security for obtaining any provisional relief.

10. Class Action Waiver. You and Apple each agree that any claim or dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than mediation or arbitration, you and Apple each waive any right to a jury trial. You and Apple also agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

11. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of this Agreement. Any arbitration shall be brought under the arbitration clause and any arbitration hereunder shall be governed by the Federal Arbitration Act, Chapters 1 and 2.

12. Modification. Apple reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions) ("Additional Terms") published on Apple Public CA's web site (<https://www.apple.com/certificateauthority>). All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Apple's Public CA will indicate your acceptance of any Additional Terms.

13. Assignment. This Agreement will bind your successors but may not be assigned, in whole or part, directly or indirectly (e.g., by merger, consolidation, other corporate reorganization, or a transfer or sale of a controlling interest), by operation of contract, law, or otherwise by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void.



14. Notice. Apple Public CA may provide notice to you under this Agreement by posting a notice on the Apple Public CA website (<https://www.apple.com/certificateauthority/public>). All other notices must be in English, in writing or email and addressed to the other party's Legal Department. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). Notices posted on the Apple Public CA Website are affected upon the date of posting to the website.

15. Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes with its or its affiliates' employees, industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16. Waiver. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver.

17. Severability and Interpretation. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: (a) lists of examples following "e.g.," "including," "for example," or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely"; (b) any monetary amounts are expressed and, if applicable, payable, in U.S. dollars; and (c) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at the specified URLs. The section headings of this Agreement are for convenience only and have no interpretive value.

18. Complete Agreement; Governing Language. This Agreement constitutes the entire agreement between you and Apple relating to the use of the Apple Public CA and supersedes all prior or contemporaneous understandings regarding such subject matter. Other than the modifications as outlined in Section (12) above, no amendment to or modification of this License will be binding unless in writing and signed by Apple. Any translation of this Agreement or its referenced documents is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.