



Vodafone Group Certification Authority Obligations to Relying Parties

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1. Obligations to Relying Parties

- 1.1 YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SUBMITTING A QUERY ON THE STATUS OF A DIGITAL CERTIFICATE ISSUED BY THE VODAFONE GROUP CERTIFICATION AUTHORITY OR BEFORE USING OR OTHERWISE RELYING ON INFORMATION OR CERTIFICATE SERVICES PROVIDED THROUGH THE VGCA WEBSITE.
- 1.2 YOU ARE WARNED THAT IF YOU DO NOT USE THE VALIDATION INFORMATION AND SERVICES THAT THE VGCA MAKES AVAILABLE THROUGH ITS WEBSITE OR OTHERWISE, THEN THE VGCA MAY NOT BE HELD LIABLE FOR ANY DAMAGE INCURRED FROM YOUR USE OR RELIANCE ON A VGCA DIGITAL CERTIFICATE.
- 1.3 These VGCA Obligations to Relying Parties (the “Obligations”) detail in full the legal responsibilities for correctness of VGCA information accepted by:

Vodafone Group Services Limited, a limited liability company incorporated under the laws of England and Wales (Company Registration No. 03802001), whose registered office is at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom, (referred to in this document as the “Vodafone Group Certification Authority” or “**VGCA**”, which is run as part of Vodafone Group Services Limited’s activities)

towards

the individual (i.e. a natural person) or organisation (i.e. a legal person) intending to rely on the information provided by the VGCA (the “Relying Party”).

2. Applicability

These Obligations become applicable between the VGCA and the Relying Party when the Relying Party attempts to validate a digital certificate issued by the VGCA, or otherwise relies upon any information provided by the VGCA through its web site or otherwise.

3. Exceptions

These Obligations do not apply to information provided in or used as a result of demo, free, and/or test certificates, which are indicated as such. The VGCA makes no representations with regard to these types of certificates.

4. Scope of the VGCA’s Obligations

- 4.1 Within the scope of the VGCA certification services the VGCA operates a Validation Authority to provide information regarding the validation status of digital certificates it issues and manages (the “Digital Certificates”). The Obligations herein apply to the use of the following information provided by the VGCA:

- Information provided as a result of a search for a Digital Certificate.
 - Information on the validation status of Digital Certificates and thereby of electronic signatures created with a private key corresponding to a public key contained in a VGCA Digital Certificate (“Certificate Validation”).
 - Information published on the Validation Authority part of the website of the VGCA.
 - Information on any certification services advertised or provided through the website of the VGCA or otherwise.
- 4.2 The above information is made available according to the conditions of the VGCA Certification Practice Statement (hereunder, “CPS”), and associated Certificate Policies (hereunder “CP”) which can be found under <http://ca.vodafone.com/repository> and which are hereby incorporated by reference. Parties demonstrate acceptance of the conditions of usage of the CPS and CP by submitting a query with regard to the status of a digital certificate or by using or relying upon any such information or services provided. Here, “using” such Vodafone Group CA information or services is defined as:
- Obtaining information as a result of the search for a digital certificate.
 - Verifying the status of digital signatures created with a private key corresponding to a public key included in a certificate.
 - Verifying the status of a digital certificate prior to encrypting data using the public key included in a certificate.
 - Retrieving information published on the Vodafone Group CA web site.
 - Any other services that the Vodafone Group CA might advertise for or provide through its web site.
- 4.3 Please note that a Digital Certificate issued by the VGCA only authenticates the owner or user of the certificate; it does not in itself certify that any data signed using the certificate, for example a signed application, has satisfied any particular specification. Unless explicitly stated in the corresponding Certificate Policy, the VGCA does not give any guarantees or make any representations in respect of any data that have been signed using a Digital Certificate.

5. Definition of a Relying Party

- 5.1 Within the scope of the VGCA CPS, a Relying Party is a legal or natural person who promises to:
- Have the technical capability to use digital certificates and PKI.
 - Receive notice of the Vodafone Group CA and associated conditions for relying parties.
 - Validate a Vodafone Group CA certificate by using the correct Vodafone root certificate and any suitable certificate status information (e.g. a CRL) published by the Vodafone Group CA, in accordance with the proper certificate path validation procedure.
 - Trust a Vodafone Group CA certificate only if all information featured on such a certificate can be verified via such a validation procedure as being correct and up to date.
 - Rely on a Vodafone Group CA certificate, only as may be reasonable under the circumstances.
 - Notify the appropriate Registration Authority immediately, if the Relying Party becomes aware of or suspects that a private key has been compromised.

- 5.2 The Relying Party may be any end user of a VGCA certificate, or any Service Provider who acts as a proxy for end users, in cases where end users are unable to validate a VGCA certificate using their own equipment.

6. Quality of information

- 6.1 The VGCA uses all reasonable endeavours to ensure that information contained in its records and directories is accurate and up-to-date, reflecting adequately the validation status of a Digital Certificate.
- 6.2 The Relying Party acknowledges that the information made available by the VGCA Validation Authority as specified in Clause 4 above is adequate to establish the validation status of a Digital Certificate and that subject to Clause 7 below, the ultimate decision whether to rely upon the information featured on a VGCA Digital Certificate lies with the Relying Party.

7. Limited Warranty

- 7.1 If despite the VGCA's best efforts, erroneous information occurs in a VGCA Digital Certificate that is published as valid by the VGCA Validation Authority, and is relied upon in good faith by the Relying Party, the VGCA's liability for any losses directly caused by such reliance is limited to the maximum sum covered by the relevant insurance scheme, as detailed in Clause 8 below.
- 7.2 The VGCA does not accept liability for:
- 7.2.1 any indirect, incidental or consequential losses suffered as an indirect result of the Relying Party's use of erroneous information provided through a VGCA Digital Certificate, and validated through the VGCA Validation Authority, by means of a web interface or otherwise; or
 - 7.2.2 any losses suffered as a result of the Relying Party's reliance on information in a VGCA Digital Certificate which the VGCA Validation Authority published as invalid; or
 - 7.2.3 any losses suffered as a result of the Relying Party's reliance on accurate information in any VGCA Digital Certificate;

save where such liability cannot be excluded by law.

8. Insurance

In an effort to provide reliable services the VGCA offers a relevant insurance scheme that covers losses due to potential errors in valid Digital Certificates. Insurance is therefore provided through a recognized insurance company and covers a maximum liability of £20 million in aggregate, as indicated by the VGCA CPS, and a maximum for any individual certificate as indicated by the corresponding VGCA Certificate Policy.

For these Obligations, the contractual provisions of the Insurer will also apply.

9. Certification Practice Statement

Should any of the provisions of these Obligations be in conflict with the provisions of the VGCA CPS, the conditions stated in the CPS shall prevail.

The VGCA cannot accept any liability beyond the limits stated in the VGCA CPS and associated CP at <http://ca.vodafone.com/repository> that govern the use of VGCA certification services.

10. Severability

- 10.1 If any provision of the CPS, the CPs or these Obligations, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of these conditions and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.
- 10.2 It is expressly agreed that each provision of the CPS, the CPs and of these Obligations, which provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.

11. General

Nothing in these Obligations or in their performance shall be deemed or interpreted as an assignment by one of the party to the other of any intellectual property rights in any trade marks, brand names, logos, corporate identifiers or product designations. Such rights shall not be used unless all necessary consents, approvals and licences have been obtained from the party which owns all rights to such trademarks, trade names, logos, corporate identifiers or product designation.

12. Governing Law

The CPS, CPs and these Obligations shall be governed by and construed in accordance with the laws of England and Wales, and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these Obligations .

13. Notices

Whenever the Relying Party desires or is required to give any notice, demand, or request to the VGCA with respect to these Obligations, such communication shall be in writing and shall be effective only if it is delivered by courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested, or a digitally signed email addressed to the VGCA at:

Vodafone Group CA attn. Group Legal, C/O VODAFONE GROUP SERVICES LIMITED, VODAFONE HOUSE, THE CONNECTION, NEWBURY, BERKSHIRE RG14 2FN, UNITED KINGDOM. Email: ca@vodafone.com URL: ca.vodafone.com

Such communications shall be effective when they are received.