GlobalSign Warranty Policy

Version 3.0, Sept 7, 2015

IMPORTANT NOTICE: YOU MUST READ THE GLOBALSIGN CERTIFICATION PRACTICE STATEMENT (HEREINAFTER, THE "CPS") BEFORE APPLYING FOR A CERTIFICATE: http://www.globalsign.com/repository/. THIS GLOBALSIGN WARRANTY POLICY (THE "WARRANTY POLICY") DOES NOT REPLACE OR SUPERSEDE, IN WHOLE OR IN PART, THE CPS, WHICH ULTIMATELY GOVERNS THE PROVISION OF CERTIFICATION AUTHORITY SERVICES BY GLOBALSIGN.

This Warranty Policy is effective for Certificates issued on or after Sept 7, 2015 and is subject to the terms and conditions outlined herein.

1. Definitions

The following definitions are used in this Warranty Policy.

Applicant: The natural person or Legal Entity that applies for (or seeks renewal of) a Certificate. Once the Certificate is issued, the Legal Entity is referred to as the Subscriber. For Certificates issued to devices, the Applicant is the entity that controls or operates the device named in the Certificate, even if the device is sending the actual Certificate request.

Beneficiary: A Subscriber. For purposes of this Warranty Policy, the Beneficiary must have been issued one of the Certificate products shown in section 2.2 below.

Certificate: An electronic document that uses a digital signature to bind a public key and an identity.

Certification Authority (CA): An organization that is responsible for the creation, issuance, revocation, and management of Certificates.

CPS: GlobalSign's Certification Practice Statement available at http://www.globalsign.com/repository/, as may be updated from time to time.

Legal Entity: An association, corporation, partnership, proprietorship, trust, government entity or other entity with legal standing in a country's legal system.

Local Registration Authority (LRA): An entity appointed (other than GlobalSign) that is responsible for identifying and authenticating Applicants and Subscribers who request Certificates. The LRA does not issue Certificates. It merely requests the issuance of Certificates on behalf of an Applicant or Subscriber whose identity it has verified.

Registration Authority (**RA**): Any Legal Entity that is responsible for identification and authentication of Subjects of Certificates, but is not a CA, and hence does not sign or issue Certificates. An RA may assist in the Certificate application process or revocation process or both.

When "RA" is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA.

Relying Party: Any natural person or Legal Entity that relies on a Valid Certificate.

Subject: The natural person, device, or Legal Entity identified in a Certificate as the Subject. The Subject is either the Subscriber or a device under the control and operation of the Subscriber.

Subscriber: A natural person or Legal Entity to whom a Certificate is issued and who is legally bound by a Subscriber Agreement or other terms of use.
Subscriber Agreement: An agreement between the CA and the Applicant/Subscriber that specifies the rights and responsibilities of the parties.

Valid: A Certificate for which GlobalSign has been paid and has not expired, been revoked or suspended.

Warranty Period: The period of time when the Certificate is Valid.

2. Scope of this Warranty Policy

2.1 Beneficiaries
This Warranty Policy applies to Subscribers and addresses certain risks associated with the use of Certificates.

2.2 Certificates Covered
This Warranty Policy covers only the following GlobalSign Certificate products. In the event the scope of coverage is changed or updated, GlobalSign shall notify Beneficiaries by posting an updated version of this Warranty Policy on its website or by using an alternative method of notification.

- PersonalSign 2
- PersonalSign 2 PRO
- PersonalSign 3 PRO
- DomainSSL
- OrganizationSSL
- ExtendedSSL
- Code Signing
- Extended Validation Code Signing
- Document Signing for AATL
- PDF Signing for Adobe CDS
- Timestamping
- AlphaSSL

2.3 Certificates Not Covered
This Warranty Policy does not cover the following:

- any certificate products not specifically identified in section 2.2 above;
- any free or test Certificates that GlobalSign might make available for purposes that include but are not limited to demonstration, education or testing.

2.4 Authorized parties

The Warranty Policy extends only to parties that purchase products or services directly from GlobalSign or through its authorized partners.

2.5 Unauthorized Products
GlobalSign is not liable for and does not extend this Warranty Policy to parties that make use of unauthorized products that might bear the name of GlobalSign.

2.6 Third party beneficiary rights
This Warranty Policy is not intended to create any third party beneficiary rights for any person other than the parties identified as Beneficiaries in Section 1 above.

2.7 Closed User Group
This Warranty Policy does not apply to users of products or services purchased or otherwise made available for usage within a closed user group.

3. Scope of Coverage

The Warranty Policy offers protection against the risks associated with using a Certificate as provided in sections 3.1, 3.2 and 3.3 below:

3.1 Errors in the identification
This Warranty Policy covers any loss caused by an error in the identification process for failure of any authorized personnel of any GlobalSign RA or GlobalSign LRA including administrators, employees and trainees, to use reasonable care in following the identification procedures under the CPS.

3.2 Loss of documents
This Warranty Policy covers the risk of loss of documents related to the identification process that an Applicant may submit to GlobalSign to establish the Applicant's identity.

3.3 Intentional or accidental errors
This Warranty Policy warrants against intentional or accidental errors introduced into a Certificate by any personnel of a GlobalSign RA or a GlobalSign LRA due to failure to use reasonable care as required under the CPS.

4. Exceptions

The warranties set forth above do not apply if the breach is due to or arises, in whole or in part, from any of the following:

4.1 Request for revocation
Failure or unreasonable delay of the Beneficiary to make a request for revocation of a Certificate when required.

4.2 Due diligence
Failure of the Beneficiary to exercise due diligence to prevent compromise or loss of the Subscriber's private key.

4.3 Material obligations of the Subscriber Agreement or CPS
Failure of the Beneficiary to comply with the obligations under the Subscriber Agreement, CPS, or other agreement with GlobalSign.

4.4   Reasonable security measures
Any failure of the Beneficiary to apply reasonable security measures prior to and during the creation, transmission or further processing of encrypted messages for purposes of sharing confidential or secret data.

4.5   Illegal acts
Illegal acts by the Beneficiary.

4.6   Misuse of services
Damages caused by or misuse of the Internet or telecommunication services by the Beneficiary, including usage or reproduction of computer viruses.

4.7 Unreasonable reliance
The Beneficiary's unreasonable or unjustified reliance upon information contained within a Certificate in light of what the Beneficiary knows or should have known, or based on the Beneficiary's course of dealings and customs of trade.

4.8 Third party failure
Failure of any communication or other services or equipment not under the exclusive control or ownership of GlobalSign.

5. Warranty Claim

5.1   General
GlobalSign shall have no obligation to make any payment unless the Beneficiary submits a payment request as described below.

5.2   Time limit
All claims must be submitted in writing to GlobalSign within fifteen (15) days from the discovery of the error or damages.

5.3   Warranty period
The coverage for the documented claims must be submitted to GlobalSign during the Warranty Period.

6.   Payment Requests

6.1 Incidental or consequential damages
The Warranty Policy will cover any actual damages caused by a breach of the warranties set out in section 3, subject to the limits in section 7.

6.2   Procedure
A Beneficiary must:
- send a written request for payment using a digitally signed electronic message, registered mail or courier service, including the Beneficiary's name, address, phone number and email address; Certificate serial number; product name; Certificate effective date; date of loss; and brief description of the incident;
- Cooperate fully with GlobalSign to establish the facts substantiating the claim and the parties involved; and
- Subrogate to GlobalSign any and all claims it may have against third parties for damages that may eventually result in reimbursing GlobalSign for payments made to the Beneficiary, up to the amount paid by GlobalSign.

6.3 Denial of claim

A warranty claim may be denied by GlobalSign due to the Beneficiary's delay in informing GlobalSign of the damages or failure to follow the required claim procedure.

7. Maximum Warranty

7.1 Warranty limits

The Warranty Policy sets limits on the maximum amount GlobalSign will pay to a Beneficiary even if actual damages exceed such amount. These limits are determined according to the Certificate product as set forth in the table below:

Certificate Product	Maximum Warranty Limit
PersonalSign 2 certificate	2,500 USD
PersonalSign 2 PRO certificate	2,500 USD
PersonalSign 3 PRO certificate	37,500 USD
DomainSSL certificate	10,000 USD
OrganizationSSL certificate	1,250,000 USD
ExtendedSSL certificate	1,500,000 USD
Code Signing certificate	37,500 USD
Extended Validation Code Signing certificate	37,500 USD
PDF Signing for Adobe CDS certificate	5,000 USD
Document Signing for AATL certificate (Adobe Approved Trust List)	2,500 USD
Timestamping certificate	2,500 USD
AlphaSSL	10,000 USD

7.2 Apportionment of claims

Damages exceeding the maximum warranty limit above for any given Certificate shall be apportioned first to the earliest claims to achieve final resolution.

GlobalSign shall not pay more than the maximum warranty limit for each Certificate, regardless of the method of apportionment among claimants, or number of digital signatures, transactions, or claims related to a Certificate.

8. Maximum Limits

8.1 Total amount for warranty exhausted

When the maximum limit allocated for warranty payments is exhausted, GlobalSign shall have no further obligation to refund any Beneficiary, unless required otherwise by applicable law.

8.2 New certificates

New Certificates issued to old users and renewed Certificates have a new Warranty Period valid as explained under section 6.

9. Single Payment

Certificates issued as a result of error and/or impersonation are deemed to constitute a single breach regardless of how many Relying Parties rely on that Certificate.

10. Miscellaneous

10.1 Acts by Beneficiary
Liability caused in part or in whole by a fault of the Beneficiary as a result of his/her own breach of a warranty or obligation stated in the CPS, subscriber agreement or any other agreement with GlobalSign voids all claims under this Warranty Policy.

10.2 Updates and Amendments
This Warranty Policy as well as other agreements and policy statements related to the provision of GlobalSign's certification services may be updated from time to time. A Beneficiary is responsible to monitor changes and obtain the latest version of this and other agreements and policy statements that apply to the Beneficiary's use of a Certificate or GlobalSign services. Agreements and policy statements become valid upon publication and remain valid throughout the period they remain posted in the GlobalSign repository until such time as they are replaced or terminated.

10.3 Force majeure
A force majeure event under this Warranty Policy and/or the CPS voids any rights of the Beneficiary under from this Warranty Policy.

10.4 Conflict of Provisions
In case of a conflict between this Warranty Policy and the CPS, the CPS shall prevail except in the case of the Maximum Warranty Limits set forth above.

10.5 Severability
If any provision of this Warranty Policy, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Warranty Policy (and the application of the invalid or unenforceable provision to other persons or circumstances) shall be interpreted so that it reasonably effects the intent of its parties.

Each provisions of this Warranty Policy that provides for a limitation of liability, disclaimer of or limitation upon any warranties or other obligations, or exclusion of damages is intended to be severable and independent of any other provision and is to be enforced as such.

10.6 Governing law
10.6.1   If the contracting party is GMO GlobalSign Limited, this Agreement shall be governed by, construed under and interpreted in accordance with the laws of England and Wales without regard to its conflict of law provisions. Venue shall be in the courts of England.

10.6.2   If the contracting party is GMO GlobalSign, Inc., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of New Hampshire U.S.A. without regard to its conflict of law provisions. Venue shall be in the courts of the New Hampshire State.

10.6.3   If the GlobalSign contracting party is GMO GlobalSign Pte. Ltd., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of Singapore without regard to its conflict of law provisions. Venue shall be in the courts of Singapore.

10.6.4   If the GlobalSign contracting party is GMO GlobalSign Pte. Ltd., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of Singapore without regard to its conflict of law provisions. Venue shall be in the courts of Singapore.

10.6.5   If the GlobalSign contracting party is GMO GlobalSign Pte. Ltd., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of Singapore without regard to its conflict of law provisions. Venue shall be in the courts of Singapore.

10.6.6   If the GlobalSign contracting party is GMO GlobalSign Certificate Services Pvt. Ltd, this Agreement shall be governed by, construed under and interpreted in accordance with the laws of India and the related State laws without regard to its conflict of law provisions. Venue shall be in the courts of India.

10.6.7   If the GlobalSign contracting party is GMO GlobalSign Russia LLC, this Agreement shall be governed by, construed under and interpreted in accordance with the law of Russian Federation without regard to its conflict of law provisions. Venue shall be in the courts of Russian Federation.

10.7 Statutory rights
This Warranty Policy does not affect any statutory rights of the Subscriber arising from European or national legislation, including consumer laws and data protection laws.