

## COMODO RELYING PARTY WARRANTY

The relying party warranty set forth herein (the "Relying Party Warranty") may provide an avenue of relief to individuals whose reliance on the information contained in a Comodo-issued Certificate results in a loss of money due to a fraudulent charge to their credit card by the holder of a Comodo-issued certificate. If Comodo was negligent in issuing a certificate that resulted in a loss to you and you meet the criteria of a Covered Person below, you may be eligible to receive reimbursement for your loss, subject to a maximum aggregate limit of the amounts stated herein for all claims related to that Certificate.

### 1. Application

- (a) Before taking any action in connection with or relying in any way on a Comodo-issued Certificate, you must read and agree to the terms and conditions of the Relying Party Agreement, this Warranty, and the Comodo CPS.
- (b) Subject to the provisions of the Relying Party Agreement and limited to the value of the Warranty, Comodo warrants to you that Comodo has exercised reasonable care in following the validation process set forth in the appropriate Comodo CPS when issuing a relied upon Certificate.

### 2. Definitions

Capitalized terms used in this Agreement shall have the following meanings, unless otherwise specified:

**Certificate:** A digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The digital signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the public key by the subject. The certificate data items include, at least, the identify of the subject; the public key value; the identity of the certification authority that signs the certificate; and the certificate's serial number.

**Certification Practice Statement (CPS):** The Comodo document setting forth Comodo's validation and issuance practices.

**Comodo:** Comodo CA Limited who is the issuer of the Certificate covered by the Warranty.

**Covered Loss:** A direct monetary loss associated with an online credit card transaction that meets the criteria under Section 3.

**Covered Person:** A person who meets all of the criteria found in Section 4 of this Agreement that will receive payment for a Covered Loss.

**Incident:** Any instance of a fraudulent online credit card transaction made in reliance on a unrevoked and unexpired Comodo issued Digital Certificate where Comodo failed to perform the validation requirements set forth in its CPS .

**Maximum Certificate Coverage:** The maximum amount of a single transaction that will be covered by the Warranty associated with the Certificate. Maximum Transaction Values are set forth in Schedule A.

**Total Payment Limit:** The maximum aggregate claims that can be made against a Certificate under the Warranty. Payment Limits for each Certificate type are set forth in Section 6.

**Relying Party:** A party using the Certificate to conduct an online transaction using a credit card with the Subscriber named in the Certificate.

**Repository.** Comodo's collection of documents pertaining to its Certificate issuance and validation processes as set forth at <http://www.comodo.com/repository>.

**Subscriber:** The entity named in the Certificate with whom the Relying Party wishes to conduct an online credit card transaction.

**Warranty:** Comodo's guarantee against loss associated with an online credit card transaction caused by Comodo's failure to exercise reasonable care to perform the validation steps set forth in the Comodo CPS prior to the Certificate's issuance.

### 3. Covered Losses

- (a) The Warranty applies only to an Incident where the Certificate used by the Covered Person was issued by Comodo in violation of the validation procedures set forth in the Comodo CPS, where the losses incurred were a direct result of Comodo's negligence in following these validation procedures, and where the losses were monetary losses associated with a fraudulent online credit card transaction.
- (b) The Warranty shall cover a monetary loss equal to the lesser of 1) the amount directly paid by the Covered Person in reliance on the Certificate as offset by any amount recovered from the relevant credit card issuer, 2) the Maximum Certificate Coverage associated with the Certificate, or 3) the total amount remaining of the Payment Limit for the relied upon Certificate.
- (c) The Warranty is subject to the Payment Limit associated with the Certificate. The Payment Limit is the maximum amount of aggregate claims that will be paid under the Warranty. The maximum amount of aggregate claims payable under the warranty shall start anew upon renewal of the Certificate, and each Certificate renewal shall have a Payment Limit equal to the Payment Limit of the originally issued Certificate. Warranty claims will be paid in the order received by Comodo. No payments will be made under this Agreement to any Covered Person where the Payment Limit has been exceeded during the lifecycle for the relied upon Certificate. Relying Parties may check with Comodo at any time to ensure that the Payment Limit has not been reached. As described herein, if a Certificate were issued in violation of the Comodo CPS, then each Covered Person may receive a Covered Loss up the Maximum Certificate Coverage per transaction until the total of all Covered Losses reached the Payment Limit.

### 4. Covered Persons

- (a) Under this warranty, you must complete an online credit card transaction in reliance on a unrevoked and unexpired Comodo issued Digital Certificate where Comodo failed to perform the validation requirements set forth in its CPS. In addition, you must meet all of the following requirements:
- (b) In order to qualify as a Covered Person under the Warranty, a Relying Party must:
  - 1. be an entity who has completed an online credit card transaction with a Subscriber using a credit card validly issued in the Relying Party's name
  - 2. complete the transaction using a Certificate issued to the Subscriber by Comodo,
  - 3. verified the Certificate and reasonably relied on the information contained in a Certificate validated by Comodo to establish the identity of the Certificate holder;
  - 4. suffer a monetary loss resulting from a fraudulent charge to the credit card provided in the transaction using the Certificate,

5. read and agree to be bound by the Relying Party Agreement, the terms of this Warranty, and the Comodo CPS prior to using the Certificate or providing any credit card information to the Subscriber,
  6. fulfill all obligations found herein and not be in breach of this Warranty or the Relying Party Agreement. and
  7. dispute the charges associated with the loss with the appropriate credit card issuer or other entity. Such dispute must be made in compliance with the rules, procedures, and time-lines applicable to the credit card used to make the charges. Any payment from Comodo under the Warranty will be reduced by any amount received as a charge-back, settlement, or refund from the Covered Person's credit card issuer.
- (c) Under no circumstances shall any third party, including the Subscriber, be a third party beneficiary with respect to the Warranty.

## **5. Exceptions to the Warranty**

- (a) This Warranty does not apply to losses or damages of a Covered Person, caused wholly or partially by:
1. brown-outs, power failures, or other disturbances to electrical power;
  2. illegal acts by the Covered Person or the Subscriber upon which the Covered Person relies;
  3. any coercion of the Covered Person or Subscriber;
  4. the Covered Person's own breach of any warranty or obligations herein, including the Covered Party's failure to validate a Certificate with Comodo or failure to validate the certificate chain for any Certificate prior to relying on the Certificate;
  5. acts by any unauthorized individuals which impairs, damages, or misuses the services of any Internet Service Provider or telecommunications, cable, or satellite carrier, other common carrier or value-added services, including but not limited to, denials of service attacks and the use of malicious software such as computer viruses;
  6. the Covered Person's unreasonable or unjustified reliance upon information contained within a Certificate in view of what the Covered Person knows or should have known, or based on the Covered Person's course of dealings and customs of trade;
  7. failure of any services or equipment not under the exclusive control or ownership of Comodo or its partners, affiliates, and agents; or
  8. the Covered Person's reverse engineering, interference with, or monitoring of the certificate services.

## **6. Certificate Warranty Limits**

The specific Total Payment Limits and Maximum Certificate Coverage limits for each certificate are set forth below. Each Certificate has a maximum amount covered by the transaction and a maximum aggregate payment amount.

<b>Comodo Certificate Type</b>	<b>Maximum Certificate Coverage</b>	<b>Total Payment Limit</b>
ComodoSSL Wildcard	\$10,000	\$250,000
PositiveSSL	\$1,000	\$10,000
PositiveSSL Wildcard	\$1,000	\$10,000
PositiveSSL Multi-Domain Certificate	\$0	\$0
OptimumSSL	\$0	\$0
OptimumSSL Wildcard	\$0	\$0
FreeSSL	\$0	\$0
IntranetSSL	\$0	\$0
TrialSSL	\$0	\$0
InstantSSL	\$5,000	\$50,000
ProSSL	\$10,000	\$100,000
PremiumSSL	\$10,000	\$250,000
PremiumSSL Wildcard	\$10,000	\$250,000
EliteSSL	\$10,000	\$500,000
GoldSSL	\$10,000	\$750,000
PlatinumSSL	\$10,000	\$1,000,000
PlatinumSSL Wildcard	\$10,000	\$1,000,000
PremiumSSL Legacy	\$10,000	\$250,000
PremiumSSL Legacy Wildcard	\$10,000	\$250,000
Comodo SGC SSL	\$10,000	\$250,000
Comodo SGC SSL Wildcard	\$10,000	\$250,000
Comodo Multi-Domain Certificate	\$0	\$0
PlatinumSSL Legacy Certificate	\$10,000	\$1,000,000
PlatinumSSL Legacy Wildcard Certificate	\$10,000	\$1,000,000
PlatinumSSL SGC Certificate	\$10,000	\$1,000,000
PlatinumSSL SGC Wildcard Certificate	\$10,000	\$1,000,000
EV SSL Certificate	\$10,000	\$1,750,000
EV SSL SGC Certificate	\$10,000	\$1,750,000
EV Multi-Domain Certificate	\$10,000	\$1,750,000
Unified Communications Certificate	\$0	\$0
Essential SSL	\$10,000	\$10,000
Essential SSL Wildcard	\$1,000	\$10,000
ComodoSSL	\$10,000	\$250,000
ComodoSSL Wildcard	\$10,000	\$250,000
PositiveSSL	\$1,000	\$10,000
PositiveSSL Wildcard	\$1,000	\$10,000
PositiveSSL Multi-Domain Certificate	\$0	\$0
OptimumSSL	\$0	\$0
OptimumSSL Wildcard	\$0	\$0
FreeSSL	\$0	\$0
IntranetSSL	\$0	\$0
TrialSSL	\$0	\$0

InstantSSL	\$5,000	\$50,000
ProSSL	\$10,000	\$100,000
PremiumSSL	\$10,000	\$250,000
PremiumSSL Wildcard	\$10,000	\$250,000
EliteSSL	\$10,000	\$500,000
GoldSSL	\$10,000	\$750,000