

Relying Party Agreement

This Relying Party Agreement¹ shall apply to all parties who purport to rely upon the Authentication and Qualified Electronic Signature Certificates (jointly referred as the "Certificates") within the National Identity Card issued by Malta Electronic Certification Services Ltd, the Trust Service Provider ("TSP") of the Government of Malta.

1. WHEREAS: The TSP has been appointed by the Government of Malta to provide certain Certification Services. The TSP is prepared to allow the Relying Party to deploy and use the Certification Services and to thereafter rely upon the Certificates subject only to the terms and conditions of this Agreement. References to "Agreement" include the terms and conditions in this Relying Party Agreement and those in the relevant Certificate Policy ("CP") of the Government of Malta Electronic Identity System which is incorporated herein by reference (see <https://repository.qca.gov.mt>). Unless otherwise stated in this Agreement, the terms and words used in this Agreement have the same meaning as in the CP.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS DERIVING FROM THIS RELYING PARTY AGREEMENT, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, IT IS HEREBY AGREED AS FOLLOWS:

2. Term. This Agreement applies every time a Relying Party:

1. submits a query to verify information originating from the Certificates, including any Electronic Signature created with a Private Key corresponding to a Public Key contained in the Certificates, by downloading a CRL or by using the Online Certificate Status Protocol ("OCSP") service provided by the TSP, or
2. otherwise uses or relies upon any information or services based on the Certificates or otherwise provided by the TSP.

3. Purpose. This Agreement contains the terms and conditions under which a Relying Party may rely upon the Certificates issued by the TSP for the purposes of authentication and Electronic Signature as prescribed by the CP. This Agreement does not apply to the Relying Party's use of the Electronic Identity Account services and any services provided by the Registration Authority in relation to the Electronic Identity Account.

4. Entire Agreement. This Relying Party Agreement, together with the CP form the entire and sole Agreement between the TSP and the Relying Party with respect to the subject matter of this Agreement and supersede all previous negotiations, communications and other agreements whether written or oral relating to it. There are no terms, statements or conditions binding on the parties other than those contained in this Agreement, or as stipulated by binding law. Should any of the provisions of this Agreement contradict the provisions of the CP, the CP shall prevail. To the extent that the Relying Party has separate terms and conditions governing the provision of services from its website or other means of distance communication, the Relying Party shall ensure that such terms and conditions do not conflict with the terms of this Agreement or the CP.

5. Definitions. Terms and words used in the Relying Party Agreement have the same meaning as in the TSP's PKI Glossary which can be found at <https://repository.qca.gov.mt>

6. Sufficient information. The Relying Party acknowledges that it has reviewed the CP and the terms of this Relying Party Agreement and that it has been provided with sufficient information to make an informed decision as to the extent to which it chooses to rely on information in the Certificates. The Relying Party acknowledges and agrees that the Certificates are personal to the relevant Subscriber and they are non-transferable. If a Relying Party relies upon a Certificate from an individual purporting to act on behalf of another legal person, the Relying Party does so entirely at its own risk.

7. Relying Party Obligations. The Relying Party shall:

- a) Be solely responsible for deciding whether or not to rely on the information provided by the TSP;
- b) Check the validity, suspension and revocation status of a Certificate on which the Relying Party may wish to rely, as well as all the Certificates in the Certificate Chain. If any of the Certificates in the Certificate Chain is expired or has been suspended or revoked, any reliance on an Electronic Signature performed with such Certificate is solely at the Relying Party's own risk. To this end the Relying Party shall on the occasion of each reliance refer to the CRL or the OCSP in accordance with the CP;
- c) Rely on the Certificate only if all the checks described in the previous paragraphs are successful and if reliance upon the Certificate is reasonable under the circumstances. If the circumstances indicate a need for additional assurance, it is the Relying Party's responsibility to obtain such assurances for such reliance to be deemed reasonable;
- d) Be subject to any limitations on the usage of the Certificates indicated either in the Certificates or in the CP or in this Agreement;
- e) Notify the TSP immediately, if the Relying Party becomes aware of or suspects that a Private Key has been compromised;

¹ The Relying Party Agreement is available on the repository which is directly linked from the Certificate.

f) Take all the other precautions prescribed in this Agreement or the CP, and as may be reasonably required to rely upon any information or services based on the Certificates or otherwise provided by the TSP.

8. TSP Obligations. The TSP shall perform the Certification Services as specified in the CP.

9. Protection of Private Key. The Relying Party is hereby notified of the possibility of theft or compromise of a Private Key corresponding to a Public Key contained in the Certificates, which may or may not be detected, and of the possibility of use of a stolen or compromised key to forge an Electronic Signature to a document or communication.

10. Acceptable Use or Reliance. The Relying Party shall rely on the Certificates only for the purposes permitted by this Agreement, the CP and for no other purpose. The Relying Party acknowledges and agrees that any reliance on the Certificates for purposes of any other transactions is at the Relying Party's own risk and the TSP offers no express or implied warranties regarding the fitness for purpose of the Certificates for any application not specifically approved in this Agreement or in the CP. To the fullest extent permitted by law, the TSP disclaims any implied warranties to the contrary.

11. Restrictions on Certificate Usage.

- a) The Relying Party shall only rely on the Certificates to the extent consistent with applicable law and the CP;
- b) The Relying Party acknowledges that Certificates are not designed, intended, or authorised for use in hazardous circumstances or for uses requiring fail-safe performance.

12. Limitation of Liability. The TSP shall not be under any liability in respect of any loss or damage (including, without limitation, consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in relation to the use or reliance upon Certificates or associated Public/Private Key pairs for any use other than in accordance with this Relying Party Agreement. In any case, the TSP's total liability for damages sustained by the Relying Party and any Third Party for any use or reliance on a Certificate shall be limited, in total, to two thousand five hundred Euro (€2,500) per transaction. This limitation shall be the same regardless of the number of Electronic Signatures, transactions or claims relating to such Certificate.

13. Indemnity. The Relying Party agrees to indemnify, defend and hold harmless the TSP from all claims, costs, damages and expenses relating to this Relying Party Agreement, arising from the Relying Party's negligence or the failure of the Relying Party to act in accordance with the CP and this Agreement.

14. Disclaimer. The TSP does not make warranty or representation that the certification and associated administration services meet the requirements of the Relying Party or that the services will be uninterrupted, timely or error free; nor does the TSP make warranty or representation as to the results that may be obtained from reliance on the Certificates, or to the accuracy or reliability of any information on the Certificates. The TSP offers no express warranties or representations regarding the fitness for purpose of the Certificates for any application not specifically approved in this Agreement or in the CP. The TSP offers no express or implied warranties or representations regarding the performance of any of the portal sites operated by the Government of Malta or other third parties. To the fullest extent permitted by law, the TSP disclaims any implied warranties, or representations or conditions to the contrary.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of Malta. Any dispute, controversy or claim arising under, out of or relating to this Relying Party Agreement or the CP, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally resolved by the Courts of Malta.

16. General. The Relying Party acknowledges and agrees that:

- a) No title to the TSP's Intellectual Property Rights is transferred to the Relying Party, and that the Relying Party does not obtain any rights other than the rights expressly granted in this Agreement;
- b) Despite any termination or expiry of this Agreement, the disclaimers, limits of liability and provisions concerning indemnity shall survive;
- c) Any term or provision of this Agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from this Agreement, and shall not affect the legality, enforceability, or validity of the remainder of this Agreement;
- d) This Agreement may be amended by the TSP in writing from time to time;
- e) The TSP will hold data relating to the Relying Party and the Relying Party's reliance on the Certificates in electronic form and that such electronic information may be presented by the TSP as evidence in the case of any dispute.

17. Assignment. This Agreement is personal to the Relying Party. The Relying Party shall not assign this Agreement to a third party.

18. Data Protection. The Relying Party explicitly recognises and agrees that all personal data which may be contained in or accessible via the Certificates must be processed according to the General Data Protection Regulation (EU) 2016/679. The Relying Party shall be considered the Data Controller as defined in this Regulation for any acts of processing that it chooses to undertake in relation to such personal data under this Agreement, and shall be solely and

exclusively responsible and liable for full compliance with this Regulation. The TSP shall only be considered as Data Controller in relation to acts of processing that it undertakes in its capacity as a trust service provider as described within the CP. Neither party shall be qualified as a Data Processor of the other party as defined under this Regulation on the basis of the present Agreement.

19. Notices. Any communications related to this Agreement must be addressed as follows:

Postal Address:
Malta Electronic Certification Services Ltd.,
Castagna Building,
Valley Road,
Msida, MSD9020
Malta

Email Address: info.mecs@gov.mt

20. Helpdesk. The Relying Party may direct any query relative to the subject matter of this Agreement to the helpdesk, contact number +(356) 2590 4300.

Change Record

| Date | Author | Version | QA | Description of Change |
|------------|--------|---------|----|---|
| 18/11/2018 | DLR | 1.2 | | Import from old version with modifications to reflect organizational change |
| 13/03/2019 | IMA | 2.0 | | New release version after review |
| 17/04/2020 | IMA | 2.1 | | Update MECS address |