

# PRIVY IDENTITAS DIGITAL

## RELYING PARTY AGREEMENT

Nomor Dokumen : 027/Privy-LGL/KB/VII/2024

Tanggal Terbit : July 30<sup>th</sup>, 2024

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### **Revision Notes**

Revision	Document Number	Description and History of Changes
00	004/PID-LGL/KB/II/2019	Adjustments to <i>the Certification Practice Statement v1.1</i>
01	003/Privy-LGL/KB/IV/2022	Adjustments to <i>the Certification Practice Statement v2.1</i>
02	004/Privy-LGL/KB/III/2023	Adjustments to <i>the Certification Practice Statement v2.2</i>
03	007/Privy-LGL/KB/VIII/2023	Adjustments to <i>the Certification Practice Statement v3.0</i>
04	027/Privy-LGL/KB/VII/2024	Adjustments to the Definitions section and the Reliance Liability section

## Relying Party Agreement

027/Privy-LGL/KB/VII/2024

Please carefully read this Privy Relying Party Agreement ("**Agreement**") and the CPS, which is subject to change from time to time, before relying on information related to the Certificate issued by Privy. By relying on the Certificate issued by Privy, the Relying Parties agree to be bound by the terms of this Agreement.

This Agreement constitutes a legally valid engagement between PT Privy Identitas Digital ("**Privy**") and the Relying Parties, persons, entities, or organizations that rely on the Certificates issued by Privy. This agreement, provided that it is not amended, shall be effective as of July 30<sup>th</sup>, 2024 and replaces the Relying Party Agreement number 007/Privy-LGL/KB/VIII/2023.

### 1. Definitions

"**Applicant**" shall mean an individual or legal entity/business entity submitting application for (including applying for renewal of) a Certificate.

"**Certificate Holder**" or "**User**" shall mean any individual, legal entity/business entity that uses the Certificate issued to it by Privy and is legally bound by the CPS and this Agreement.

"**Certificate Revocation List**" or "**CRL**" shall mean a list of Certificates that have been revoked by CA.

"**Certification Practice Statement**" or "**CPS**" shall mean the provision of CA operational procedures including the procedure for issuing Privy Certificates, which is available at <https://repositorv.privyca.id>.

"**Electronic Certificate**" or "**Certificate**" shall mean an electronic certificate issued and/or provided by Privy, which contains an Electronic Signature, and identity that shows the legal subject or parties in an electronic transaction, issued by Privy.

"**Certification Authority**" or "**CA**" shall mean a legal entity that serves as a trustworthy party, issuing and audits Certificates.

"**Electronic Information**" shall mean one or a collection of electronic data, including but not limited to text, voice, images, maps, designs, photographs, Electronic Data Interchange (EDI), electronic mail (e-mail), telegrams, telexes, telecopy or similar forms, letters, signs, numbers, access codes, symbols, or perforations that have been processed and convey meaning or can be understood by individuals capable of understanding them.

**"Electronic Signature"** shall mean a signature consisting of Electronic Information attached, associated or related to other Electronic Information used as a verification and authentication tool.

**"Online Certificate Status Profile"** or **"OCSP"** shall mean an online Certificate checking protocol that enables applications and/or software used by Relying Parties to determine the revocation status of a Certificate.

**"Privy App"** shall mean an application that can be accessed through the website and/or mobile phone (mobile app) operated by PT Privy Identitas Digital.

**"Privy Service"** or **"Service"** shall mean the Electronic Certificate issuance service, PrivySign, Privy Document Management System, PrivyPass, Electronic Seals, PrivyChat, and/or other Privy services declared by Privy from time to time, both through the Website and the Privy Application.

**"Privy"** shall mean PT Privy Identitas Digital.

**"Registration Authority"**, or **"RA"** shall mean a party that contractually cooperates with Privy, which is responsible for identifying and authenticating the Applicants. RA forwards the application process and/or Certificate revocation process to Privy.

**"Relying Party"** shall mean an individual, legal entity/business entity that trusts and relies on Certificates issued by Privy.

**"Subscriber Agreement"** shall mean an agreement between Privy and the Certificate Holder that specifies the rights and responsibilities of the parties. The Privy Subscriber Agreement is available at <https://repository.privyca.id>.

**"Uniform Resource Locator"** or **"URL"**, shall mean a series of listed websites, containing folder names, language protocols and so on.

**"Warranty Policy"** shall mean a document that describes the terms of the Warranty provided by Privy regarding the reliability of the Certificates it issues, as available at <https://repository.privy.id/>.

**"Website"** shall mean any URLs that use a domain with the address [www.privy.id](http://www.privy.id) and/or [www.privyca.id](http://www.privyca.id) or other sites declared by Privy from time to time.

## 2. **Scope of Agreement**

The scope of this Agreement regulates the use of information provided by Privy to the Relying Party, which includes:

a. Information contained in the Certificate;

- b. Certificate validation by the Relying Party against Certificates relied upon through CRL and/or OCSP; and
- c. Information available on the Service or the Website.

### **3. Implementation of the Agreement**

#### **3.1. Application**

This Agreement shall be effective provided that the Relying Party reasonably trusts and relies on the Privy Certificate. Privy may issue a new Relying Party Agreement at any time and terminate the previous Relying Party Agreement.

#### **3.2. Reliability**

As set forth in this Agreement, the Relying Party may only rely on the Privy Certificate for its intended purpose as outlined on the Website and CPS.

### **4. Obligations of the Relying Parties**

As the party relying on the Certificate, the Relying Party agrees that:

- a. The Relying Parties will only rely on Certificates if:
  - (1) Before the Relying Party relies on a Certificate, the Relying Party has checked the Certificate in accordance with the provisions stated in the CPS to ensure that the information contained in the Certificate is correct, including by ensuring that the Certificate and certificate chain are still valid or have not been revoked, ensuring the validity period of the Certificate, by checking the revocation status of the Certificate on the latest CRL or OCSP issued by Privy in the repository and/or URL <https://ocsp.privyca.id>. Specifically for digitally signed electronic documents, the Relying Party ensures that there are no changes to the electronic document after the signature is affixed; and
  - (2) the reliability on such Certificates is reasonably exercised, as specified in Article 5 below;
- b. The Relying Party will independently assess and determine whether reliance on a Certificate is appropriate for the purpose and needs of the Relying Party;
- c. The Relying Party shall be solely responsible for deciding whether or not to rely on the information provided by Privy in the Certificate;
- d. The reliance on the Certificate by the Relying Party shall be governed by this Agreement and the applicable CPS; and
- e. The Relying Party will fully assume the legal consequences of the Relying Party's failure to perform or fulfill the Relying Party's obligations set out in this Agreement and the CPS.

## 5. Reasonable Reliance

The Relying Party agrees that it will only rely on the Certificate if the validation procedure against the Certificate is successful and the Relying Party exercises reasonable reliance in the circumstances. The Relying Party further agrees that reasonable reliance is as follows:

- a. The Relying Party acts with knowledge of all facts stated in the Certificate, or other information that the Relying Party has or that the Relying Party should know, including knowing the classification of the Certificate issued by Privy, and knowing the applicable Privy CPS;
- b. The Relying Party will consider the following before relying on the Certificate:
  - i. the economic value of the transaction or communication;
  - ii. potential loss or damage that may be caused by misidentification, loss of confidentiality, or privacy of information in applications, transactions, or communications;
  - iii. any series of transactions with the Certificate Holder that the Relying Party previously had;
  - iv. any other form of trade, practice, or method of transaction that is relevant and generally practiced or of which the Relying Party should be aware, when communicating or transacting business through electronic systems;
  - v. any obligation of the Relying Party that is legally required, including provisions regarding the protection of confidentiality or protection of privacy, or other applicable laws and regulations, to identify a party to a transaction with the Relying Party;
  - vi. The appropriateness of the use of the Certificate to the intended communication or transaction; and
  - vii. any other sign of reliability or unreliability, or other facts known or brought to the attention of the Relying Party, relating to the Certificate Holder and/or the application, communication or transaction; and
- c. The Relying Party will take other reasonable steps to minimize the risk of relying on invalid, revoked, or expired Certificates.

If the Relying Party still requires other considerations as additional warranty for the Certificate Holder's electronic transactions other than the information stated on the Certificate, then the Relying Party must obtain such warranty from the Certificate Holder, prior to the reliance in order for the reliance to be considered as reasonable.

## **6. Warranties**

### **6.1. Privy's Warranties**

Privy represents and warrants that:

- a. The information contained in the Certificate is accurate and correct; and
- b. The applicant has met the requirements set out in the CPS Privy when applying for a Certificate.

Except as expressly stated in the CPS and the Warranty Policy document, Privy disclaims all warranties, whether express or implied, based on laws or other regulations. All Services are provided in an "as is" or "as available" condition without warranty in any form whatsoever. Privy rejects any implied warranties of merchantability and fitness for a particular purpose for Privy products and also rejects any implied warranties of good quality for Privy products and services. As an effort to support the service, Privy has provided control procedures with reasonable control in carrying out its services.

### **6.2. Relying Party's Warranties**

As the party relying on the Certificate, the Relying Party warrants that:

- a. It has the technical ability to use the Certificate;
- b. It will always and accurately verify the information contained in the Certificate before use and assume any consequences of failing to do so;
- c. It will report directly to Privy or authorized RA, if the Relying Party realizes or suspects that the Certificate Holder's Private Key has been compromised;
- d. It has sufficient information to make an informed decision on the extent to which the Relying Party chooses to believe the information contained in the Certificate and are responsible for deciding whether or not to believe the information, and will bear the legal consequences of failing to fulfill the Relying Party's obligations under this Agreement and CPS; and
- e. It complies with the terms and performs the obligations in relation to the Relying Party as set out in this Agreement and the CPS.
- f. It has the power and authority to approve this Agreement, and if the Relying Party represents a legal entity or business entity, the Relying Party has taken all necessary actions within the legal entity or business entity to approve this Agreement.

## **7. Limitation of Liabilities**

- a. The Relying Party agrees to release Privy from all claims, consequences and/or losses arising in connection with:
  - i. the reliance on the Certificates intended for experimentation and/or demonstration;
  - ii. the reliance on the Certificates whose use is unauthorized, violates applicable laws and regulations, the rights (including intellectual property rights) of any other party, or violates any contract, agreement, statement, decision, or document to which the Relying Party is a party or bound, or violates this Agreement;
  - iii. the failure or delay in electronic transactions; and/or
  - iv. disruption, delay, change, or unavailability of the Website or Privy App (including in the event that Privy is unable to carry out or continue some or all of the instructions or communications of the Relying Party to Privy through the Website or Privy App), caused by events or matters beyond Privy's control, including but not limited to earthquakes, storms, hurricanes, landslides, floods or prolonged droughts, tsunamis, volcanic eruptions, epidemics, pandemics, epidemics, radiation or nuclear explosions, fires, accidents, radioactive radiation, shock waves due to airplanes or other floating objects at or above the speed of sound, strikes, blockades, boycotts, riots, coups, revolutions, armed conflicts, wars (whether declared or not), acts or threats of terrorism, piracy, sabotage, criminal acts, blackouts, and government actions or policies.
- b. The Relying Party agrees that Privy is not responsible for any consequences or losses arising from the matters mentioned above, including but not limited to:
  - i. loss of data;
  - ii. loss of revenue, profits or other income; and/or
  - iii. loss, damage or injury arising from the use of the Privy Service by the Relying Party.

## **8. Warranty and Indemnity**

### **8.1. Warranty provided by Privy**

Privy provides warranty for the Certificates it issues as specified under the Warranty Policy.

### **8.2. Indemnification by Relying Party**

The Relying Party shall indemnify Privy or its RA, and its contractors, agents, employees, officers, directors, shareholders, and affiliates and reimburse them

against all liabilities, claims, damages, costs, and expenses, including attorneys' fees, related to

- i. The Relying Party's failure to fulfill this Agreement, Privy's CPS, or applicable laws and regulations;
- ii. The Relying Party's improper use or unreasonable reliance on Privy's Certificates.

## **9. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between Privy and the Relying Party in connection with the transaction in question, and supersedes any and all oral or written statements, understandings, agreements or communications that have occurred previously or that occur simultaneously in connection therewith.

## **10. Governing Laws**

This Agreement is subject to and construed under the laws of the Republic of Indonesia.

## **11. Dispute Resolution**

The Relying Party and Privy agree that all disputes or disagreements arising from or relating to matters governed by this Agreement (including all disputes or disputes caused by unlawful acts or violations of one or more terms and conditions in this Agreement) ("Disputes"), will be resolved in the following manner:

- a. One of the parties, either the Relying Party or Privy, must submit written notification to the other party of the occurrence of a Dispute ("Dispute Notification"). Disputes must be resolved by deliberation to reach consensus within a maximum of 30 (thirty) calendar days from the date of the Dispute Notification ("Deliberation Period").
- b. If the Dispute cannot be resolved by deliberation until the end of the Deliberation Period, the Relying Party and Privy agree that the Dispute will be referred and resolved through the Indonesian National Arbitration Board ("BANI") in accordance with the BANI's Rules and Procedures for arbitration located at Wahana Graha 1st and 2nd floors, Jalan Mampang Prapatan Number 2, Jakarta 12760, with the following provisions
  - i. The language used in the arbitration shall be Bahasa Indonesia;
  - ii. The place of arbitration shall be in Jakarta, Indonesia;



- iii. The Arbitrator and Privy shall collectively appoint one (1) arbitrator who shall be the sole arbitrator to resolve the Dispute;
- iv. Arbitration costs and legal fees shall be paid by the losing party; and
- v. The arbitration award shall be final and binding on the Relying Party and Privy.

## **12. Language**

In the event that this Agreement is presented in multiple language options and in the event of any inconsistency between one language and another, then the Bahasa Indonesia text shall prevail.

## **13. Miscellaneous**

### **13.1. Changes**

This agreement shall be effective until Privy issues a new Relying Party Agreement. In the event that Privy issues a new Relying Party Agreement, then the reliance on the Certificate issued before the issuance of the new Relying Party Agreement shall still be in accordance with the provisions stipulated in this Agreement.

### **13.2. Notification**

Every notification from Privy to the Relying Party will be announced through the Website or sent via email, short message service (SMS), and/or push notification through the Privy Application installed on the User's device registered with Privy. Every notification from the Relying Party addressed to Privy shall become effective when the notification is received by Privy via email address [helpdesk@privy.id](mailto:helpdesk@privy.id) and/or through physical documents sent to PT Privy Identitas Digital at Jalan Kemang Raya Nomor 34, 2nd Floor, Bangka District, Mampang Prapatan Sub-district, South Jakarta, 12730, Indonesia.

### **13.3. Assignment**

The Relying Party may not assign, in whole or in part, any of its rights, duties or obligations hereunder to any person or entity. Any attempt to do so will be void and constitute a breach of this Agreement. Privy may assign this Agreement at its sole discretion.

### **13.4. Conflicts of Provisions**

In the event of any conflict between this Agreement and the CPS, the CPS shall prevail.

**13.5. Severability**

In the event that part of this Agreement is unenforceable, the remaining provisions shall not be null and void and will continue to apply in full force. Privy has the right to replace and/or change the null provisions with other provisions provided that it is permitted by the applicable laws and regulations.