

Warranty Policy
001/Privy-LGL/KB/III/2023

Please read this Warranty Policy ("**Policy**") carefully along with the CPS, which is subject to change from time to time, before using or relying on the Certificate issued by Privy. By obtaining, using or relying on the Privy Certificate, the User agrees to be bound by the provisions stipulated herein.

This Policy shall become effective on March 20th, 2023 and apply to Certificates issued on and after that date until a future update of this Policy is issued (if any). Certificates issued prior to the effective date shall be subject to Privy's Warranty Policy number 001/Privy-LGL/KB/IV/2022.

1. Definitions

The following are definitions for some of the terms used in this Policy:

"**Maximum Warranty Limit**" shall mean the maximum amount of loss covered under the Warranty as set forth in Section 7.1.

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

"**Warranty**" shall mean a warranty provided by Privy against losses suffered by the Insured Party due to errors or omissions committed by Privy or its RA as stipulated herein.

"**Warranty Claim**" shall mean a claim on the Warranty filed by the Insured Party.

"**Private Key**" shall mean a key that is a pair of the Certificate Holder's Public Key that is confidential. The Private Key is used to create a Digital Signature and/or decrypt electronic information encrypted with its paired Public Key or vice versa.

"**Public Key**" shall mean the Certificate Holder's securely publicly disclosable key, which is contained in the User Certificate and is the counterpart of the secret Private Key used by the Certificate Holder. The Public Key is used by the Relying Party to verify Digital Signatures and/or to encrypt messages so that decryption can only be performed by the Certificate Holder using its paired Private Key or vice versa.

"**Privy Service**" or "**Service**" shall mean the service of issuing Electronic Certificates, creating Privy Electronic Signature, Privy Document Management System, PrivyPass, and/or other Privy services stated by Privy from time to time, both through the Website and the Privy Application.

"Warranty Period" shall be as referred to in Article 2.5.

"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.

"Key Pair" is two mathematically related cryptographic keys issued by Privy, where the key pair is referred to as the Private Key and the Public Key.

"Certificate Holder" or **"User"** shall mean any natural person, partnership, firm, company, legal entity, ministry, institution or organization that uses the Certificate issued to it by Privy and is legally bound by the CPS and Certificate Holder Agreement.

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

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

"Certificate Holder Agreement" shall mean an agreement between Privy and the Certificate Holder that determines the rights and responsibilities of the parties, as available at <https://repository.privyca.id>.

"Relying Party Agreement" shall mean an Agreement between Privy and Relying Party that determines the rights and responsibilities of the parties, as available at <https://repository.privy.id/>.

"Relying Party" shall mean a person, legal entity, and/or other business entity that trusts and relies on Digital Signatures and/or Certificates issued by Privy.

"Insured Party" shall mean the party referred to in Article 2.3.

"Privy" shall mean PT Privy Identitas Digital.

"Valid Certificate" shall mean a Certificate issued by Privy but has not been revoked or its validity period has not expired.

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

"Website" shall mean any URLs that use a domain with the address www.privy.id and/or www.privyca.id or other sites stated by Privy from time to time.

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

"Privy App" shall mean a mobile app operated by PT Privy Identitas Digital.

"Digital Signature" shall mean a type of Electronic Signature that uses asymmetric cryptographic methods and is proven by a Certificate.

"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.

2. Scope of Warranty Policy

This policy applies to the party relying on the Certificate and confirms the terms of the Guarantee provided by Privy related to the reliance on the Certificate and/or Privy Services.

2.1. Guaranteed Certificate

The warranty is only provided to Certificates with a Certificate Class 3 and 4 classification, as defined in the CPS.

2.2. Non-covered Certificates

This Warranty Policy does not cover the following:

- a. Certificates not specifically identified in Article 2.1 above;
- b. Certificates intended for any demonstration/ testing purposes, whether provided free of charge or not, provided by Privy for purposes including, but not limited to, demonstration, trial or testing.

2.3. Covered Parties

This policy only applies to the party relying on the Certificate, i.e. the Certificate Holder or the Relying Party.

2.4. Unauthorized Use of Certificates

This policy shall not apply to Certificates issued by Privy but used illegally and in violation of the law, provisions of applicable laws and regulations, Certificate Holder Agreement, and CPS.

2.5. Warranty Period

The Warranty Period shall be for the period of the Valid Certificate.

3. Scope of Warranty

Privy provides warranties for matters as described below:

3.1. Error in Identification

Privy shall bear any losses caused by errors or omissions of Privy and its RA, including verifiers and employees, in identifying the identity of the Applicant as part of the Certificate issuance process as determined by the CPS.

3.2. Lost Documents

Privy shall cover losses due to accidental loss related to documents used in the identification process that the Applicant submits to Privy for the needs of issuance of Certificate.

3.3. Intentional or Unintentional Errors

Privy shall bear the loss due to errors, whether made intentionally or unintentionally, in entering information in Certificates issued by Privy and its RA as required under the CPS.

4. Exception to Warranty

The warranty as set forth in Article 3 above shall not apply in the event of at least one of the following:

- a. There is an agreement between Privy and the Relying Party through other agreements that regulate the limitation of liability for losses incurred due to Certificates issued, but the verification of the identity of the Certificate Holder, either in part or in full, is not carried out by Privy.
- b. Failure or delay by the Certificate Holder to apply for Certificate revocation when required.
- c. Failure, error, or omission of the Certificate Holder to protect and keep confidential the possession of its Private Key, causing the Private Key to be compromised or unauthorized access.
- d. Failure or negligence of the Certificate Holder or Relying Party to fulfill obligations under the Certificate Holder Agreement, CPS, or other agreements with Privy.
- e. Failure, error or negligence of the Certificate Holder and/or the Relying Party in applying reasonable security measures, either prior to or during transmission or further processing, in securing the information sent or received by the Certificate Holder and/or the Relying Party.
- f. Unlawful or criminal acts by the Certificate Holder or Relying Party in using or relying on the Certificate.
- g. The use of the Certificate by the Certificate Holder is illegal and violates the law, applicable laws and regulations, the Certificate Holder Agreement, and the CPS.
- h. Loss or damage caused by the Certificate Holder or Relying Party such as misuse of internet services and/or telecommunication services. This also includes the use or reproduction of computer viruses or other cyber-attacks.

- i. The Relying Party's unreasonable or unjustified reliance on the information contained in the Certificate given what the Relying Party knows or should know, or based on a series of transactions entered into by the Relying Party, as described in the Relying Party Agreement and the CPS.
- j. Failure of any communication, service or other equipment that is not under the exclusive control or ownership of Privy.

5. Claims of Warranty

5.1. General

All Claims of Warranty can only be submitted by the Insured Party through the submission of a payment request as set out in Article 6.

5.2. Time Limit

A request for payment must be submitted in writing to Privy no later than 14 (fourteen) calendar days from the discovery of the error as stated in Article 3.

5.3. Claim Submission Time

Submission of payment requests along with all documentation must be submitted to Privy during the Warranty Period.

5.4. Proof

Payment for Claims of Warranty will only be given if the party submitting the Claims of Warranty can prove that there has been a loss due to matters included in the scope of coverage in Article 3. Privy can decide the payment for Claims of Warranty unilaterally, based on facts found and investigations conducted by Privy (either personally or by appointing a third party) together with the party submitting the Claims of Warranty, or based on a court decision.

6. Request for Payment

6.1. Procedures

To make a request for payment, the party submitting the Claim of Warranty must:

- a. Send the request in writing either through digitally signed electronic documents (along with proof that the request is included in the scope of coverage) to the email address helpdesk@privy.id, or through physical documents with wet signatures addressed to PT Privy Identitas Digital at Jl. Kemang Raya 34 Lantai 2, Kel. Bangka, Kec. Mampang Prapatan, South Jakarta, 12730, Indonesia. The request is considered received after being given a receipt;

- b. Fully cooperate with Privy to establish facts that support the claim of loss and other parties involved; and
- c. Be subrogated to Privy of any and all claims it has against third parties for losses that may result in reimbursement of Privy for payments made to the Insured Party up to the amount paid by Privy.

6.2. Rejection of Claim

Claims of Warranty will be rejected by Privy if the Insured Party cannot fulfill the following conditions, namely:

- a. The Claim of Warranty is submitted not by the Insured Party;
- b. The Insured Party cannot prove the occurrence of loss;
- c. The party submitting the Claim of Guarantee is late in informing Privy of the damage or failure as required under the Warranty claim procedure set forth in Article 5; or
- d. The submission of Claim of Warranty is made outside the Warranty Period.

7. Payment of Claim

7.1. Maximum Warranty Limit

The Maximum Warranty Limit for 1 (one) Certificate shall be IDR 1,000,000 (one million rupiah). When the payment of a Claim of Warranty has met the specified Maximum Warranty Limit, Privy has no further obligation to pay compensation, either to the party who submitted the first claim, or to other parties for the same 1 (one) Certificate, unless required by applicable law and through a court decision.

7.2. Distribution of Payment of Claim

A Payment of Claim is distributed based on the "first come, first serve" principle, where the Payment of Claim will be given to the party who submits the Claim of Warranty first.

Privy will not pay more than the Maximum Warranty Limit for each Certificate issued, regardless of how many parties make a claim, or how much loss the Insured Party suffers.

7.3. New Certificate

Each new Certificate issued to the Certificate Holder, whether due to the expiration of a Valid Certificate or due to an application for revocation of a Certificate, or for any other reason, shall have a new Warranty Period corresponding to the validity period of the Certificate.

7.4. Single Payment

Payments made upon submission of a Claim of Warranty will be paid on a single basis regardless of how many Relying Parties rely on the Certificate.

8. Governing Laws

This Agreement shall be subject to and construed in accordance with the laws of the Republic of Indonesia.

9. Dispute Resolution

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

- a. One of the parties, either the Covered 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 Insured 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:
 1. The language used in the arbitration shall be Bahasa Indonesia;
 2. The place of arbitration shall be in Jakarta, Indonesia;
 3. The Insured Party and Privy will collectively appoint 1 (one) arbitrator who will be the sole arbitrator to resolve the dispute;
 4. Arbitration costs and legal fees shall be paid by the losing party; and
 5. The arbitration award shall be final and binding on the Insured Party and the Privy.

10. 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.

11. Miscellaneous

11.1. Violation of Other Agreements by the Insured Party

In the event that the Insured Party violates its warranties or obligations, including other agreements that have been agreed with Privy, then this will result in the cancellation of all Warranties stipulated herein.

11.2. Renewals and Amendments

Privy may renew and amend this Policy from time to time.

11.3. Notification

Every notification from Privy to the User will be announced through the Website, or sent via electronic mail (e-mail), 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 User addressed to Privy shall become effective when the notification is received by Privy via email address helpdesk@privy.id and/or through physical documents sent to PT Privy Identitas Digital at Jalan Kemang Raya Nomor 34, Lantai 2, Kel. Bangka, Kec. Mampang Prapatan, South Jakarta, 12730, Indonesia.

11.4. Force Majeure

The user agrees to release Privy from all lawsuits, claims, consequences, or losses arising in connection with: (i) failure or delay of electronic transactions; and/or (ii) interruptions, delays, changes, or unavailability of the Privy Site or Application to use the Certificate (including in the event that Privy is unable to carry out or continue some or all of the User's instructions or communications to Privy through the Privy Website or Application), 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, plagues, pandemics, epidemics, radiation or nuclear explosions, fires, accidents, radioactive radiation, shock waves due to airplanes other floating objects at or above the speed of sound, strikes, blockades, boycotts, riots, coups, revolutions, armed conflicts, wars (whether declared or undeclared), acts or threats of terrorism, piracy, sabotages, criminal acts, blackouts, and government actions or policies.

11.5. Conflicts of Provisions

In the event of any conflict between this Policy and the CPS, the CPS shall prevail except in respect of the Maximum Warranty Limit set out in Clause 7.1.

11.6. 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.