

## **13 CERTIFICATE HOLDER TERMS AND CONDITIONS – INFORMATION CIRCULAR (SCHEDULE D)**

### **Version 1.1**

This document is an information circular intended to advise the Certificate Holder of many of the key terms and conditions of use applicable to Certificate Holders for the FundSERV PKI System. This information circular is for informational purposes only and is not to be relied upon. This information circular does not set out an exhaustive list of the terms or conditions applicable to the FundSERV PKI.

1. **Terms and Conditions.** The Certificate Holder shall comply with all terms and conditions applicable to the use of the FundSERV PKI, including without limitation, all applicable terms and conditions set out in the FundSERV PKI Certificate Policy (the “Certificate Policy”) which is available at <http://www.fundserv.com> and all documents referred to therein, as amended from time to time pursuant to the terms hereof. Failure to comply with these terms and conditions may result in the automatic revocation of all passwords, private key codes and any other information. The only persons permitted to request revocation of a certificate issued pursuant to this policy are the RA, ISSUING FIRM, authorized certificate holder and FundSERV as the issuing CA.
2. **Use of FundSERV PKI.** The Certificate Holder shall use the FundSERV PKI only for the purpose of facilitating the business activities of the participants of the FundSERV PKI and not for any unlawful or deceptive purposes.
3. **Confidentiality.**
  - (a) The Certificate Holder shall keep strictly confidential: (i) all passwords, private keys, codes, tokens or any other information provided by the CA to the Certificate Holder for the purpose of establishing the Certificate Holder’s identity (collectively “Keys”), and (ii) all information received by the Certificate Holder the exception of information which is disclosed to the general public or which is required by law.
  - (b) The Certificate Holder shall inform their issuing firm immediately in the event of the disclosure of any information contrary to paragraph (a) hereof.
  - (c) The Certificate Holder acknowledges that the disclosure of any information in breach of this Agreement would result in irreparable harm to the CA and may result in the issuing firm being liable for equitable relief to the CA.
4. **Certificate Holder Information.** The Certificate Holder shall ensure that all employment information and identification provided to the CA or the issuing firm, as defined in the Certificate Policy, is true, accurate and complete.
5. **Communications Binding.** The Certificate Holder shall be responsible for all communications signed or encrypted with any Key assigned to the Certificate Holder and shall fully indemnify the CA for any and all claims against the CA arising from such communications.
6. **Limitation of Liability.**
  - (a) The Certificate Holder acknowledges that the Certificate Policy contains terms, which limit the liability of the CA in relation to the FundSERV PKI, and hereby accepts and consents to such terms.
  - (b) Except as specifically provided in the Certificate Policy, the CA shall not be liable for any loss, damage or injury related to, or connected with, this Agreement or the FundSERV PKI suffered by the Certificate Holder, including without limitation, any claims, whether or not foreseeable, based in contract (including fundamental breach), tort (including negligence), strict liability or any other legal or equitable theory.
7. **Privacy.** The Certificate Holder hereby consents to the retention and disclosure, by the CA of personal information provided by the Certificate Holder to the CA, including without limitation, the Certificate Holder’s name, telephone number, and fax number, for the purposes of the operation and enhancement of the FundSERV PKI.
8. **Amendments.** The CA may amend the terms and conditions regarding use of the FundSERV PKI, including, without limitation, the Certificate Policy and any other terms and conditions of the FundSERV PKI upon giving appropriate notice (which may be done electronically) to the Certificate Holder. The continued use of the FundSERV PKI by the Certificate Holder shall constitute an unequivocal indication of the consent of the Certificate Holder to all such amendments and the Certificate Holder shall be bound by the amendments.