VIKING CLOUD'S SSL RELYING PARTY WARRANTY

Ver. 3.1

Effective November 16, 2022

This relying party warranty (the "Relying Party Warranty") is intended solely for the purpose of providing a mechanism for dispute and resolution for a Relying Party who relied solely on a Viking Cloud Digital Certificate ("Certificate") issued by the SecureTrust Certification Authority ("SecureTrust") which is owned and operated by Viking Cloud, Inc. ("Viking Cloud")in accordance with SecureTrust's Certification Practices Statement ("CPS") as published on https://certs.securetrust.com/CA/ which resulted in the loss of money due to a fraudulent charge to their credit card directly by the holder of a Viking Cloud Certificate. If Viking Cloud was grossly negligent in issuing a Certificate that was relied upon and this gross negligence resulted in a loss to a Relying Party, a Relying Party may be eligible to receive monetary relief subject to the limitations set forth herein. The terms and conditions of the Relying Party Warranty are as follows and must be strictly adhered to in order to submit a claim for review and consideration by Viking Cloud.

1. Relying Party Agreement

As identified in the CPS, the Relying Party must read and agree to the terms and conditions of the Relying Party Agreement before taking any action in connection with or relying in any way on a Certificate.

2. Definitions

The capitalized terms used in this Relying Party Warranty shall have the following meanings, unless otherwise specified:

"Relying Party" - As defined in the Relying Party Agreement and CPS.

"Relying Party Agreement" means the Viking Cloud Relying Party Agreement that is published, as amended from time to time, and/or otherwise released by Viking Cloud and published on https://certs.securetrust.com/CA.

"Certification Practices Statement" or "CPS" – means the SecureTrust Certificate Policy/Certification Practices Statement that is published, as amended from time to time, and/or otherwise released by Viking Cloud and published on https://certs.securetrust.com/CA. The CPS is subject to change in the sole and absolute discretion of Viking Cloud.

"Digital Certificate" or "Certificate" - An electronic data file, conforming to the ISO/ ITU X509 version 3 standard, issued by Viking Cloud in order to identify an entity for the purpose of providing a "secure sockets layer" (SSL) capability from commonly used World Wide Web servers. A Relying Party can use the Digital Certificate of an associated web server to authenticate the web server name, domain name, or identity of the entity authorized to use the Digital Certificate. Prior to issuance of a Digital Certificate to an entity, Viking Cloud validates the identity of the entity in accordance with the CPS.

"Digital Certificate Subscriber" or "Subscriber" - A person or entity who has executed a Subscriber Agreement and was issued a Certificate by Viking Cloud in accordance with the CPS.

"Subscriber Agreement" means an agreement entered into by Viking Cloud and a Subscriber in relation to Viking Cloud issuing a Digital Certificate to such Subscriber.

3. Warranty Terms

3.1. Viking Cloud warrants solely for the benefit of the Relying Party subject to the provisions herein that Viking Cloud and its authorized partners have exercised reasonable care in accordance with the appropriate CPS validation steps in issuing a Certificate (the "Viking Cloud Warranty") to the authorized and correct Subscriber. VIKING CLOUD MAKES NO REPRESENTATION OR WARRANTY AS TO THE BUSINESS PRACTICES OF THE VIKING CLOUD SUBSCRIBERS.

3.2. If a Relying Party has experienced a fraudulent transaction directly from a credit card transaction made with a Subscriber of a Certificate which has resulted in the actual loss of money directly by the Relying Party, and the Relying Party strictly adheres to all obligations described herein, Viking Cloud will reimburse the Relying Partner, subject to the Transaction Limit, Payment Limit, Incident Limit and Aggregate Warranty Limit, the actual dollar amount lost by the Relying Party after any recovery or reimbursement.

This Viking Cloud Warranty applies only if the Subscriber's Certificate that was relied upon by the Relying Party was grossly negligently issued by Viking Cloud in violation of the Viking Cloud Warranty described herein, and only if the Relying Party suffered actual monetary losses from the credit card transaction.

4. Warranty Payment Limit

4.1. Viking Cloud Certificates. The Certificate, subject to Transaction, Payment and Aggregate Payment Limitations, that are covered by the Viking Cloud Warranty are identified below:

Viking Cloud Certificate	Extended Validation Server Certificate	Organization Validation ("OV") Server Certificate	OV Wildcard Server Certificate	Code Signing Certificate
Transaction Limit	USD$10,000	USD$10,000	USD$10,000	USD$10,000
Payment Limit per Relying Party	USD$10,000	USD$10,000	USD$10,000	USD$10,000
Aggregate Warranty Limitation	USD$500,000	USD$250,000	USD$250,000	USD$100,000

This Relying Party Warranty applies only to those Certificate types that are set out in table above. For the avoidance of doubt, in no event shall this Relying Party Warranty apply to a certificate issued from a subordinate root certification authority underneath the independent organization certification authority (ORGCA), as defined within the CPS or to any Digital Certificates that are not Certificates. All certification authorities underneath the ORGCA CA shall have their own relying party agreements as defined by the third party organization and subsequently approved by Viking Cloud prior to participation within the Viking Cloud public key infrastructure.

All warranty claims are subject to a maximum Incident Limit of $2000.00. The "Incident Limit" means the maximum amount a Relying Party is entitled to recover under a warranty claim per online credit card transaction with a Subscriber. Multiple Relying Parties that are affiliated and are filing warranty claims will be treated as one Relying Party and subject to the Incident Limit. Multiple claims by a Relying Party related to a Subscriber will be treated as one claim subject to the Incident Limit. Any payments under the warranty claim shall be based on the transaction amount less any monies recovered, relieved or reversed by the credit card issuer or bank and received by the Relying Party.

The "Transaction Limit" means the maximum amount of the online credit card transaction available for warranty coverage. Any transaction involving a transaction amount that exceeds the Transaction Limit will not be covered at all by the Relying Party Warranty AND IS EXPRESSLY EXCLUDED FROM WARRANTY COVERAGE.

The "Payment Limit" per Relying Party means the maximum amount a Relying Party can recover under all warranty claims related to a single Certificate assigned to a Subscriber.

The "Aggregate Warranty Limitation" means the maximum amount that Relying Parties can recover under all warranty claims related to a single Certificate assigned to a Subscriber pursuant to the CPS. Any payments to Relying Parties under a warranty claim shall decrease the Aggregate Warranty Limitation by the amount of such payments.

5. Relying Party Representations, Warranty and Obligations

A Relying Party makes the following representation and warranties and agrees to strictly adhere to the following obligations to be eligible to submit and receive payment under a warranty claim.

The Relying Party represents and warrants that an online credit card transaction was completed in reliance on a Certificate and that all of the following obligations have been met:

(a) The Relying Party used a validly issued credit card in the Relying Party's name for purposes of making a legal transaction;

(b) The Relying Party read and agreed to be bound by the terms of the Relying Party Agreement before providing the Subscriber with any credit card information;

(c) The Replying Party has met all of the Relying Party's obligations in the Relying Party Agreement and herein;

(d) The Relying Party has disputed, in good faith, the transaction in question that is the subject of the warranty claim with both the Subscriber and the Relying Party's credit card issuer. The Relying Party is in compliance with the credit card issuer's rules, procedures and timeframes applicable to filing a written claim related to the fraudulent transaction;

(e) The Relying Party must submit all claims to Viking Cloud within ninety (90) days of the fraudulent transaction date that gave rise to the warranty claim;

(f) The Replying Party must provide the following information when submitting a claim:

   i) The name of the Subscriber and the website URL, the date, amount of the transaction, and the items ordered;

ii) a detailed description of the transaction circumstance that gave rise to the warranty claim which shall include contact names for the Relying Party, the Subscriber, the credit card issuer and copies of all filed claims for reimbursement.

iii) The Relying Party may in, Viking Cloud's sole discretion, be required to file a police report and submit the report to Viking Cloud;

iv) Prior to any warranty payment, the Relying Party shall be required to attest to non-reimbursement of any or all of the transaction funds that gave rise to the warranty claim; and

v) The Relying Party must cooperate fully with any and all investigations related to the fraudulent transaction and warranty claim, and agrees that Viking Cloud may release any and all information submitted as part of the warranty claim to the Viking Cloud Subscriber, credit card issuer and/or local, state, or federal law enforcement; and

(g) The Relying Party shall submit all warranty claim information to legal@vikingcloud.com.

6. Warranty Exceptions

This Relying Party Warranty does not apply to a Relying Party's losses or damages caused wholly or partially by:

(i) the Relying Party's fraud or illegal acts or those of the Subscriber on which they rely, or by persons coercing the Relying Party or Subscriber to cause the loss or damages;

(ii) the Relying Party's breach of any warranty or obligations in the Relying Party Agreement, including but not limited to failure to validate a Certificate prior to relying upon it, and failure to validate the certificate chain for any Certificate prior to relying upon it;

iii) 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;

(iv) the Relying Party's unreasonable or unjustified reliance upon information contained within a Digital Certificate in view of what the Relying Party knows or should have known, or based on the Relying Party's course of dealings and customs of trade;

(v) power failures or other disturbances to electrical power;

(vi) failure of any services or equipment not under the exclusive control or ownership of Viking Cloud or its partners, affiliates, and agents;

(vii) the Relying Party's reverse engineering, interference with, or monitoring of the Certificate services, except as permitted by Viking Cloud's express consent; or

(viii) acts of God, governmental acts, accidents, wars, terrorism, riots or civil unrest, fires, storms, earthquakes, floods or elements of nature, or any other similar cause beyond the reasonable control of such party.