

**TRUE SITE AUTHENTICATION PRACTICE STATEMENT  
v.1 10-8-01**

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## **VI. DEFINITIONS**

### **I. INTRODUCTION**

#### **A. Overview**

This GeoTrust, Inc. ("GeoTrust") True Site™ Authentication Practice Statement (the "APS") presents the principles and procedures GeoTrust employs in the issuance and life cycle management of GeoTrust's True Site™. This APS and any and all amendments thereto are incorporated by reference into all GeoTrust issued True Sites.

#### **B. Definitions**

For the purposes of this APS, all capitalized terms used herein shall have the meaning given to them in Section VIII, Definitions, or elsewhere in this APS.

#### **C. Description and Use of True Site**

True Site is an identity solution for business Web sites. Site association with a business is checked, and site owners are provided with an active digital icon for their Web site. Viewers, seeking to know and trust the Web domains they visit, will know from the icon if the Web site owner is a True Site member and will have access to business card information about that enterprise. True Site is subject to continuous reevaluation and development, and accordingly GeoTrust reserves the right to add or remove product functions and features at any time.

## **II. GENERAL PROVISIONS**

### **A. Obligations**

#### **1. GeoTrust Obligations**

GeoTrust will: (i) issue True Sites in accordance with this APS; (ii) perform limited authentication of Subscribers as described in this APS; (iii) revoke True Sites; and (iv) perform any other functions which are described within this APS.

#### **2. Subscriber Obligations**

Subscribers will: (i) submit truthful information about itself, its business entity, domain ownership and contacts, as applicable; (ii) at all times abide by this APS and provide GeoTrust updated Subscriber information for inclusion in its True Site when there has been any material change; and (iii) install the True Site HTML code/active digital icon on their Web sites in accordance with installation instructions provided by GeoTrust.

#### **3. Relying Party Obligations**

Relying Parties should not rely solely on True Site and the information contained therein for identity, authentication, or other purposes, but instead should rely on all available information (including other indicia of identity, authentication, and trustworthiness such as Web site content, prior course of dealings, etc.) and proceed in a commercially reasonable manner considering the inherent anonymity of communications via the Internet. While True Site is intended to provide

information that will help Relying Parties detect and avoid spoofing, hijacking, hacking, and similar misuse of a Subscriber's Web site pages, Relying Parties must understand that True Site cannot prevent spoofing, hijacking, hacking, and similar misuse of a Subscriber's Web site pages, and that Relying Parties may be misled under certain circumstances to believe that certain false pages or images are genuine pages from a Subscriber's Web site.

## **B. Limited Warranty/Disclaimer**

GeoTrust provides the following limited warranty at the time of True Site issuance: (i) it issued the True Site substantially in compliance with this APS; (ii) the information contained within the True Site accurately reflects the information provided to GeoTrust by the Subscriber in all material respects; and (iii) it has taken reasonable steps to verify that the information within the True Site is accurate. The nature of the steps GeoTrust takes to verify the information contained in a True Site is set for in Section III of this APS.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, GEOTRUST EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THIS APS OR ANY TRUE SITE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF A TRUE SITE OR ANY SERVICE (INCLUDING, WITHOUT LIMITATION, ANY SUPPORT SERVICES) PROVIDED BY GEOTRUST AS DESCRIBED HEREIN, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, GEOTRUST FURTHER DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO ANY APPLICANT, SUBSCRIBER OR ANY RELYING PARTY THAT (A) THE SUBSCRIBER TO WHICH IT HAS ISSUED A TRUE SITE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO HAVE BEEN (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN THE TRUE SITE, OR (C) THAT THE INFORMATION CONTAINED IN THE TRUE SITE OR IN ANY TRUE SITE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY GEOTRUST IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

IT IS AGREED AND ACKNOWLEDGED THAT APPLICANTS ARE LIABLE FOR ANY MISREPRESENTATIONS MADE TO GEOTRUST AND RELIED UPON BY A RELYING PARTY. GEOTRUST DOES NOT WARRANT OR GUARANTEE UNDER ANY CIRCUMSTANCES THE "NON-REPUDIATION" BY A SUBSCRIBER AND/OR RELYING PARTY OF ANY TRANSACTION ENTERED INTO BY THE SUBSCRIBER AND/OR RELYING PARTY INVOLVING THE USE OF OR RELIANCE UPON A TRUE SITE.

IT IS UNDERSTOOD AND AGREED UPON BY SUBSCRIBERS AND RELYING PARTIES THAT IN USING AND/OR RELYING UPON A TRUE SITE THEY ARE SOLELY RESPONSIBLE FOR THEIR RELIANCE UPON THAT TRUE SITE AND THAT SUCH PARTIES MUST CONSIDER THE FACTS, CIRCUMSTANCES AND CONTEXT SURROUNDING THE TRANSACTION IN WHICH THE TRUE SITE IS USED IN DETERMINING SUCH RELIANCE.

GeoTrust provides no warranties with respect to another party's software, hardware or telecommunications or networking equipment utilized in connection with the use, issuance, revocation or management of True Sites or providing other services (including, without limitation, any support services) with respect to this APS. Applicants, Subscribers and Relying Parties agree and acknowledge that GeoTrust is not responsible or liable for any misrepresentations or

incomplete representations of True Sites or any information contained therein caused by another party's application software or graphical user interfaces.

### **C. Limitation on Liability**

EXCEPT TO THE EXTENT CAUSED BY GEOTRUST'S WILLFUL MISCONDUCT, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GEOTRUST TO APPLICANTS, SUBSCRIBER AND/OR ANY RELYING PARTY FOR ALL CLAIMS RELATED TO THE INSTALLATION OF, USE OF OR RELIANCE UPON A TRUE SITE OR FOR THE SERVICES PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FOR BREACH OF A STATUTORY DUTY OR IN ANY OTHER WAY EXCEED FIFTY U.S. DOLLARS (\$50.00).

GEOTRUST SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FOR BREACH OF A STATUTORY DUTY OR IN ANY OTHER WAY (EVEN IF GEOTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR:

(I) ANY ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS);

(II) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY LOSS OR DAMAGE RESULTING FROM DEATH OR INJURY OF SUBSCRIBER AND/OR ANY RELYING PARTY OR ANYONE ELSE;

(III) ANY LOSS OF GOODWILL OR REPUTATION; OR

(IV) ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES

IN ANY CASE WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE TIME OF THE APPLICATION FOR, INSTALLATION OF, USE OF OR RELIANCE ON THE TRUE SITE, OR AROSE OUT OF ANY OTHER MATTER OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SUPPORT SERVICES) UNDER THIS APS OR WITH REGARD TO THE USE OF OR RELIANCE ON THE TRUE SITE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO AN APPLICANT, SUBSCRIBER AND/OR A RELYING PARTY BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY ON A TRUE SITE-BY-TRUE SITE BASIS, REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CLAIMS RELATED TO EACH TRUE SITE, AND SHALL BE APPORTIONED FIRST TO THE EARLIER CLAIMS TO ACHIEVE FINAL RESOLUTION.

In no event will GeoTrust be liable for any damages to Applicants, Subscribers, Relying Parties or any other party arising out of or related to the use or misuse of, or reliance on any True Site issued under this APS that: (i) has been used for any purpose other than as set forth in the APS (See Section I(C) for more detail); (ii) has been tampered with; or (iii) is the subject of misrepresentations or other misleading acts or omissions of any other party, including but not limited to Applicants, Subscribers and Relying Parties.

In no event shall GeoTrust be liable to the Applicant, Subscriber, Relying Party or other party for damages arising out of any claim that a True Site infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party.

#### **D. Force Majeure**

GeoTrust shall not be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of GeoTrust.

#### **E. Financial Responsibility**

##### **1. Fiduciary Relationships**

GeoTrust is not an agent, fiduciary, trustee, or other representative of the Applicant or Subscriber and the relationship between GeoTrust and the Applicant and the Subscriber is not that of an agent and a principal. GeoTrust makes no representation to the contrary, either explicitly, implicitly, by appearance or otherwise. Neither the Applicant nor the Subscriber has any authority to bind GeoTrust by contract or otherwise, to any obligation

##### **2. Indemnification by Applicant and Subscriber**

Unless otherwise set forth in this APS and/or Subscriber Agreement, Applicant and Subscriber, as applicable, hereby agrees to indemnify and hold GeoTrust (including, but not limited to, its officers, directors, employees, agents, successors and assigns) harmless from any claims, actions, or demands that are caused by the use or publication of a True Site and that arises from (a) any false or misleading statement of fact by the Applicant (or any person acting on the behalf of the Applicant), or (b) any failure by the Applicant or the Subscriber to disclose a material fact, if such omission was made negligibly or with the intent to deceive.

#### **F. Interpretation & Enforcement**

##### **1. Governing Law**

The enforceability, construction, interpretation, and validity of this APS and any True Sites issued by GeoTrust shall be governed by the substantive laws of the Commonwealth of Massachusetts, United States of America, excluding (i) the conflicts of law provisions thereof and (ii) the United Nations Convention on Contracts for the International Sale of Goods

##### **2. Dispute Resolution Procedures**

Any dispute, controversy or claim arising under, in connection with or relating to this APS or any True Site issued by GeoTrust shall be subject to and settled finally by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (AAA). All arbitration proceedings shall be held in Boston, Massachusetts. There shall be one arbitrator appointed by the AAA who shall exhibit a reasonable familiarity with the issues involved or presented in such dispute, controversy or claim. The award of the arbitrator shall be binding and final upon all parties, and judgment on the award may be entered by any court having proper jurisdiction thereof. This APS and the rights and obligations of the parties hereunder and under any True Site issued by GeoTrust shall remain in full force and effect pending the outcome and award in any

arbitration proceeding hereunder. In any arbitration arising hereunder, each party to the preceding shall be responsible for its own costs incurred in connection with the arbitration proceedings, unless the arbitrator determines that the prevailing party is entitled to an award of all or a portion of such costs, including reasonable attorneys fees actually incurred.

### **3. Severability**

If any provision of this APS shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this APS shall not in any way be affected or impaired hereby.

## **G. Confidentiality Policy**

### **1. Individual Subscriber Information**

Information regarding Subscribers that is submitted on applications for True Sites will be kept confidential by GeoTrust and GeoTrust shall not release such information without the prior consent of the Subscriber. Notwithstanding the foregoing, GeoTrust may make such information available to courts, law enforcement agencies or other third parties upon receipt of a court order or subpoena or upon the advice of GeoTrust's legal counsel. The foregoing confidentiality obligation shall not apply, however, to information appearing on True Sites, or to information regarding Subscribers that is already in the possession of or separately acquired by GeoTrust.

### **2. Aggregate Subscriber Information**

Notwithstanding the previous Section, GeoTrust may disclose Subscriber information on an aggregate basis, and the Subscriber hereby grants to GeoTrust a license to do so, including the right to modify the aggregated Subscriber information and to permit third parties to perform such functions on its behalf. GeoTrust shall not disclose to any third party any personally identifiable information about any Subscriber that GeoTrust obtains in its performance of services hereunder.

## **III. OPERATIONAL REQUIREMENTS**

### **A. Application Requirements**

An Applicant for True Site shall complete a True Site application in a form prescribed by GeoTrust. All applications are subject to review, approval and acceptance by GeoTrust. All Applicants are required to include a Domain Name within the application. All applications are subject to review, approval and acceptance by GeoTrust. An application may be completed by a Hosting Company on behalf of the Subscriber so long as the Hosting Company has sufficient authority to apply and agree to the Subscriber's Agreement on the Subscriber's behalf.

### **B. True Site Information**

#### **1. Domain Name.**

GeoTrust will verify that the Subscriber had the right to use the Domain Name submitted in its application. For instance, GeoTrust may perform this verification by confirming that the Subscriber is the same person or entity that holds the Domain Name registration from the relevant domain name registrar or that the Subscriber is otherwise authorized to use such Domain Name.

#### **2. Organization Name**

GeoTrust will make a reasonable attempt to establish that the organization name contained in the application is legitimate and properly authorized. GeoTrust will not include an Organization Name in a True Site without first ensuring the following: (a) the Organization Name appears in conjunction with a country and possibly a state or province of other locality to sufficiently identify its place of registration or a place where it is currently doing business; and (b) in the case of an organization that could reasonably be expected to be registered with a local, state or national authority, in certain circumstances GeoTrust will obtain, view and verify copies of the registration documents. For instance, GeoTrust may (w) verify the validity of the registration through the authority that issued it, or (x) verify the validity of the registration through a reputable third party database or other resource, or (y) verify the validity of the organization through a trusted third party, or (z) confirm that the organization exists if such organization is not the type that is typically registered or is capable of being verified under clause (y).

In addition, to prove that a True Site is duly authorized by the organization, GeoTrust will typically request the name of a contact person who is employed by or is an officer of the organization. GeoTrust will also typically require a form of authorization from the organization confirming its intent to obtain a True Site and will usually document the organization's contact person. GeoTrust normally confirms the contents of this authorization with the listed contact person.

### **C. Procedure for Processing True Site Applications**

GeoTrust will process the True Site application to confirm the information on the application as discussed above. However, GeoTrust reserves the right to waive such procedures and issue a True Site utilizing different authentication procedures in certain circumstances; provided that the general principles for verifying the application information is maintained. In addition, GeoTrust may use subcontractors or other third parties to assist in the performance of its operational requirements or any other obligation under this APS.

### **D. Application Issues**

At certain times during the application process in which GeoTrust is not able to verify information in a True Site application, a customer service representative may be assigned to the Applicant to facilitate the completion of the application process. Otherwise, the Applicant may be required to correct its associated information with third parties and re-submit its application for a True Site.

### **E. True Site Delivery**

If GeoTrust finds that the Applicant's True Site application was sufficiently verified, then the Applicant's True Site will be authorized by GeoTrust and the corresponding application data will be entered into the True Site data base. Upon authorizing the Applicant's True Site, GeoTrust will send an email to the appropriate contact. The email will include the date the True Site was issued, the date the True Site will expire, and instructions for installing the HTML code on the Applicant's Web site to create the dynamic True Site icon. In certain circumstances the email may include a GeoTrust customer service representative telephone number and email address for any technical or customer service problems. GeoTrust, in its sole discretion, may provide such technical or customer support to the Applicants/Subscribers.

### **F. True Site Acceptance**

The Applicant expressly indicates acceptance of True Site by installing the corresponding HTML code on its Web site and using True Site.

### **G. True Site Renewal**

The Subscriber is required to complete a renewal application to obtain a renewal True Site.

## **H. True Site Expiration**

GeoTrust will attempt to notify all Subscribers of the expiration date of their True Site. In the event a Hosting Company subscribed to True Site on behalf of the Subscriber, the notice of expiration may be sent only to the Hosting Company.

## **I. True Site Revocation**

### **1. Circumstances For Revocation**

True Site revocation is the process by which GeoTrust prematurely ends the functionality of a True Site.

#### **a. Permissive Revocation**

A Subscriber (or, if the True Site application was completed by a Hosting Company on the Subscriber's behalf, the Hosting Company) may request revocation of its True Site at any time for any reason.

#### **b. Required Revocation**

A Subscriber (or, if the True Site application was completed by a Hosting Company on the Subscriber's behalf, the Hosting Company) shall inform GeoTrust and promptly request revocation of a True Site whenever any of the information on the True Site changes or becomes obsolete

#### **c. Revocation**

GeoTrust shall revoke a True Site: (i) upon request of a Subscriber (or, if the True Site application was completed by a Hosting Company on the Subscriber's behalf, the Hosting Company); (ii) upon the Subscriber's breach of either this APS or Subscriber Agreement; or (iii) if GeoTrust determines that the True Site is being improperly used or was not properly issued.

In the event that GeoTrust ceases operations, all True Sites issued by GeoTrust shall be revoked prior to the date that GeoTrust ceases operations.

### **2. Who Can Request Revocation**

The only persons permitted to request revocation of or revoke a True Site issued by GeoTrust are the Subscribers and GeoTrust (or, if the True Site application was completed by a Hosting Company on the Subscriber's behalf, the Hosting Company).

### **3. Procedure For Revocation Request**

Subscriber (or, if the True Site application was completed by a Hosting Company on the Subscriber's behalf, the Hosting Company) must contact GeoTrust, either by a national/regional postal service, facsimile or overnight courier, and request revocation of a True Site. GeoTrust may also accept email requests to request revocation from Subscribers and the GeoTrust institutional clients, but is not required to do so without supporting verification. If applicable, such contact must be made by the Subscriber's technical contact. GeoTrust shall revoke such True Site within the next business day.



## **J. Records Archival**

GeoTrust shall maintain and archive records relating to the issuance of a True Site for three (3) years following the issuance of the applicable True Site.

## **IV. APS ADMINISTRATION**

### **A. APS Change Procedures**

GeoTrust may change this APS at any time without notice. The APS and any amendments thereto is available through [www.geotrust.com](http://www.geotrust.com).

## **V. GENERAL PROVISIONS**

### **A. Conflict of Provisions**

This APS represents the entire agreement between any Applicant, Subscriber (including the Subscriber Agreement, if any) or Relying Party and GeoTrust and supersedes any and all prior understandings and representations pertaining to its subject matter. In the event, however, of a conflict between this APS and any other express agreement a Subscriber has with GeoTrust with respect to a True Site, including but not limited to a Subscriber Agreement, such other agreement shall take precedence.

### **B. Waiver**

A failure or delay in exercising any right or remedy hereunder shall not operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

### **C. Survival**

The following sections shall survive, along with all definitions required thereby: Sections I, II, V and VI.

### **D. Export**

Subscribers and Relying Parties acknowledge and agree to use True Sites in compliance with all applicable laws and regulations, including without limitation U.S. export laws and regulations. GeoTrust may refuse to issue or may revoke True Sites if in the reasonable opinion of GeoTrust such issuance or the continued use of such True Sites would violate applicable laws and regulations.

## **VI. DEFINITIONS**

**Applicant.** A person or authorized agent that requests the issuance of a True Site.

**GeoTrust.** GeoTrust, Inc.

**Hosting Company.** A hosting company or Internet service provider who provides Web hosting or other services for the Applicant or Subscriber.

**Relying Party.** A viewer of or visitor to a Web site who relies on a True Site or any information contained in a True Site for identity, authentication, or any other purpose.

**Subscriber.** A person or entity who is named in a True Site. For the purpose of this APS, a person or entity who applies for a True Site by the submission of an application is also referred to as a Subscriber.