

## VeriSign Key Manager From NIFT Relying Party Agreement

YOU MUST READ THIS VERISIGN KEY MANAGER FROM NIFT RELYING PARTY AGREEMENT ("AGREEMENT") BEFORE VALIDATING A KEY MANAGER CERTIFICATE ("KM CERTIFICATE"), USING NIFT'S ONLINE CERTIFICATE STATUS PROTOCOL ("OCSP") SERVICES, OR OTHERWISE ACCESSING OR USING NIFT'S DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY") OR ANY CERTIFICATE REVOCATION LIST ISSUED BY NIFT ("NIFT CRL"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND RELATED AGREEMENTS, DO NOT SUBMIT A QUERY AND DO NOT DOWNLOAD, ACCESS, OR USE ANY NIFT CRL BECAUSE YOU ARE NOT AUTHORIZED TO USE NIFT'S REPOSITORY OR ANY NIFT CRL. YOUR ACT OF VALIDATING A KEY MANAGER CERTIFICATE ("KM CERTIFICATE"), USING NIFT'S ONLINE CERTIFICATE STATUS PROTOCOL ("OCSP") SERVICES, OR OTHERWISE ACCESSING OR USING NIFT'S DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY") OR ANY CERTIFICATE REVOCATION LIST ISSUED BY NIFT ("NIFT CRL") OR SUBMITTING A QUERY OR DOWNLOADING, ACCESSING, OR USING ANY NIFT CRL WILL BY CONDUCT AMOUNT TO YOUR UNCONDITIONAL ACCEPTANCE AND UNDERTAKING TO ABIDE BY THE TERMS OF THIS AGREEMENT AND ALL RELATED AGREEMENTS.

**1. Background.** This Agreement becomes effective when validating a Key Manager Certificate ("KM Certificate"), using NIFT's Online Certificate Status Protocol ("OCSP") services, or otherwise accessing or using NIFT's database of Certificate Revocations and other information ("Repository") or any Certificate Revocation List issued by NIFT ("NIFT CRL") or submitting a query or downloading, accessing, or using any NIFT CRL or when you submit a query to search for a KM Certificate, or to verify a digital signature created with a private key corresponding to a public key contained in a KM Certificate, or when you otherwise use or rely upon any information or services provided by NIFT's Repository, NIFT's website relating to a KM Certificate, or any NIFT CRL, or when you use NIFT's OCSP services. Relying Party Agreements in force within NIFT's Subdomain of the VTN appear at:

<http://www.NIFT.com.pk/repository/rpa/index.html>.

**2. Definitions.** The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified:

"Certificate" shall mean a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by NIFT or a NIFT-authorized entity.

"Certificate Applicant" shall mean an individual or organization that requests the issuance of a Certificate by a Certificate Authority.

"Certificate Chain" shall mean an ordered list of Certificates containing an end-user Subscriber Certificate and CA Certificates, which terminates in a root Certificate.

"Certification Authority" or "CA" shall mean an entity authorized to issue, manage, revoke, and renew Certificates in the VTN.

"Key Manager" shall mean the VeriSign Key Manager from NIFT, a key recovery solution for customers who want to implement key recovery under a special Managed PKI Agreement.

"Key Recovery Block" shall mean a data structure containing a Subscriber's private key that is encrypted using an encryption key. Key Recovery Blocks ("KRB's) are generated using NIFT Key Manager Software.

"Key Recovery Service " means the VeriSign Key Recovery Service from NIFT, a NIFT service that provides encryption keys needed to recover a Key Recovery Block as part of a Managed PKI customer's use of Key Manager to recover a Subscriber's private key.

"Nonverified Subscriber Information" means any information submitted by a Certificate Applicant to a CA or RA, and included within a Certificate, that has not been confirmed by the CA or RA and for which the applicable CA and RA provide no assurances other than that the information was submitted by the Certificate Applicant.

"Registration Authority" or "RA" shall mean an entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

"Relying Party" shall mean an individual or organization that acts or attempts to act in any of the following:

places reliance on a Certificate or a digital signature or validates a Verisign trust Network<sup>SM</sup> ("VTN") digital certificate ("Certificate"), uses NIFT's Online Certificate Status Protocol ("OCSP") services, or otherwise accesses or uses NIFT's database of certificate revocations and other information ("Repository") or any certificate revocation list issued by NIFT ("NIFT CRL") or submits a query or downloads, accesses, or uses any NIFT CRL or submits a query to search for a Certificate, or to verify a digital signature created with a private key corresponding to a public key contained in a Certificate, by downloading, accessing or using a NIFT CRL, or otherwise uses or relies upon any information or services provided by NIFT's Repository, NIFT's website, or any NIFT CRL, or uses NIFT's OCSP services.

"Repository" shall mean a portion of the NIFT website where Relying Parties, Subscribers, and the general public can obtain copies of NIFT literature, including but not limited to, the NIFT CPS, agreements, whitepapers, and CRLs.

"Subscriber" shall mean a person who is the subject of and has been issued a Certificate.

"Subscriber Agreement" shall mean an agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization acts as a Subscriber from <http://www.nift.com.pk/??????.>

"VeriSign Trust Network<sup>SM</sup>" or "VTN" shall mean a global public key infrastructure that provides Certificates for applications. NIFT is one of the service providers within the VTN, together with VeriSign, Inc. and its affiliates and partners throughout the world.

"NIFT CPS" shall mean the NIFT Certification Practice Statement, as amended from time to time, which may be accessed from <http://www.NIFT.com.pk/repository/CPS/>.

**3. Use of KM Certificates.** NIFT and its CAs and RAs issue the KM Certificate by generating the Subscriber's private key on his or her behalf and NIFT has backed up the private key using Key Manager. Therefore, NIFT and its CAs and RAs are capable of recovering the Subscriber's private key to assist him or her in the event the Subscriber loses access to it. NIFT and its CAs and RAs, however, may have legitimate business reasons for recovering the Subscriber's public key even without the Subscriber's permission. Accordingly, NIFT or its CAs and RAs may be capable of decrypting encrypted messages that you or others send to the Subscriber. You should keep this in mind when considering your expectations of privacy for encrypted messages you may send to the subscriber. When properly implemented, the Key Recovery Service can provide considerable benefits. In the unlikely event of misuse, however, the CA or RA could decrypt messages in its possession that you send to the Subscriber, and if a single key pair is implemented for digital signatures and encryption, the RA or CA could use a recovered private key to digitally sign messages to you or others on the Subscriber's behalf. You acknowledge the foregoing by accepting this Agreement as set forth below.

**4. Sufficient Information.** You acknowledge and agree that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will choose to rely on the information in a KM Certificate. You acknowledge and agree that your use of the Repository, your use of any NIFT CRL, and your reliance on any KM Certificate are governed by this Agreement. [Affiliate should only include the next sentence if it has such materials.] For more educational material, see the tutorial contained in NIFT's Repository at <https://www.NIFT.com.pk/repository>. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN A KM CERTIFICATE. You also acknowledge and agree that you shall bear the legal consequences of your failure to comply with the Relying Party obligations set forth in this Agreement.

**5. VTN Certificates.** The Certificates relied upon in accordance with this Agreement are issued within the VTN. The VTN is a global public key infrastructure that provides Certificates for applications. NIFT is one of the service providers within the VTN, together with VeriSign, Inc. and its affiliates and partners throughout the world. The VTN and NIFT under this Agreement offer three distinct classes ("Classes") of certification services, Classes 1-3, Internet and other networks. Each level, or class, of Certificate provides specific functionality and security features and corresponds to a specific level of trust and specific legal relationship. The following subsections state the appropriate uses and authentication procedures for each Class of Certificate. NIFT nor VeriSign are nor shall they be liable in any manner whatsoever for the fitness of purpose, the usefulness to you, the feasibility for your purposes to rely upon any of the Certificates or Class of Certificates. For more detailed information about NIFT's certification services, see the NIFT CPS.

(i) Class 1 Certificates. Class 1 Certificates offer probably the lowest level of assurances within the VTN. The Certificates are issued to individual Subscribers only, and authentication procedures are based on assurances of the Subscriber that the Subscriber's distinguished name is unique and unambiguous within the domain of a particular CA and that a certain e-mail address is associated with a public key. Class 1 Certificates are appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary.

(ii) Class 2 Certificates. Class 2 Certificates offer probably a medium level of assurances in comparison with the other two Classes. Again, they are issued to individual Subscribers only. In addition to the Class 1 authentication procedures, Class 2 authentication includes procedures based on a comparison of information submitted by the certificate applicant against information that is available to NIFT in business records or databases or the database of a NIFT-approved identity proofing service. They can be used for digital signatures, encryption, and access control, including as probable proof of identity based on the procedure stated above and the NIFT CPS probably in medium-value transactions of up to Rs. [REDACTED] /- only per transaction.

(iii) Class 3 Certificates. Class 3 Certificates provide the highest level of assurances within the VTN. Class 3 Certificates are issued to individuals and organizations for use with both client and server software. Class 3 individual Certificates may be used for digital signatures, encryption, and access control, including as proof of identity based on the procedure stated above and the NIFT CPS probably, in high-value transactions. Class 3 individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person that attempts to obtain some assurance of confirms the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued identification and one other identification credential. Class 3 organizational Certificates are issued to devices to provide authentication; message, software, and content integrity and signing; and confidentiality encryption. Class 3 organizational Certificates provide to the extent aforementioned, assurances of the identity of the Subscriber based on an attempt to obtain some assurance of the fact confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was stated to be authorized to do so. Class 3 organizational Certificates for servers also attempt to provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application.

**6. Your Obligations.** As a Relying Party, you are obligated to:

(i) independently assess the appropriateness of the use of a KM Certificate for any given purpose and determine that the KM Certificate will, in fact, be used for an appropriate purpose. You agree that you will not rely on a Certificate unless the use of the Certificate is appropriate and these verification procedures are successful;

(ii) utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a KM Certificate in connection with each such operation. Such operations include identifying a Certificate Chain and verifying the digital signatures on all Certificates in the Certificate Chain. You agree that you will not rely on a Certificate unless these verification procedures are successful;

(iii) check the status of a KM Certificate on which you wish to rely, as well as all the Certificates in its Certificate Chain. If any of the Certificates in the Certificate Chain have been revoked, you agree that that you will not rely on the end-user Subscriber Certificate or other revoked KM Certificate in the Certificate Chain. You agree that you will not rely on a Certificate unless the use of the Certificate is appropriate and these verification procedures are successful;

(iv) rely on the KM Certificate, if all of the checks described in the previous paragraphs are successful, provided that reliance upon the KM Certificate is reasonable under the circumstances and in light of Section 4 of this Agreement. If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances for such reliance to be deemed reasonable;

(v) if you are also a Subscriber, you agree to be bound by the relevant Subscriber Agreement and;

(vi) you agree that you will not rely on a Certificate unless the criteria and procedures mentioned above are met.

(vii) you warrant and agree that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

**7. Limitations on Use.** KM Certificates issued under the VTN are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. Class 1 Certificates shall not be used as proof of identity or as support of non-repudiation of identity or authority. NIFT, and its CAs and RAs are not responsible for assessing the appropriateness of the use of a Certificate. You agree as a Relying Party that Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement.

**8. Compromise of VTN Security.** You agree that you shall not monitor, interfere with, or reverse engineer the technical implementation of the VTN, except upon prior written approval from NIFT, and shall not otherwise intentionally compromise the security of the VTN.

**9. Effect of a KM Certificate.** You acknowledge and agree, that where a transaction is required to be in writing, a message or other record bearing a digital signature verifiable with reference to a KM Certificate is valid, effective, and enforceable to an extent no less than had the same message or record been written and signed on paper and also agree to the applicability of the Pakistan Electronic Transactions Ordinance 2002. A digital signature or transaction entered into with reference to a KM Certificate shall be effective regardless of the geographic location where the KM Certificate is issued or the digital signature created or used, and regardless of the geographic location of the place of business of the CA or Subscriber and the protections of the Pakistan Electronic Transactions Ordinance 2002 shall apply to such Certificate.

## 10. NIFT Warranties.

NIFT warrants to Relying Parties who reasonably rely on a KM Certificate (i) that all information in or incorporated by reference in the KM Certificate, except for Non-verified Subscriber Information, is accurate to the extent of the process stated being subject to clause 5 & 6; (ii) that KM Certificates appearing in the Repository have been issued to the individual or organization named in the KM Certificate as the Subscriber, and the Subscriber has accepted the KM Certificate by downloading it from a website or via an email message sent to the Subscriber containing the Certificate; and (iii) the entities that approved the KM Certificate Application and issued the KM Certificate have stated that they have substantially complied with the NIFT CPS when issuing the KM Certificate.

### 10A. The following terms shall also apply to you:

- (i) You shall verify the validity, suspension or revocation of the KM Certificate using current revocation status information prior to relying on a digital signature created with a private key corresponding to a public key contained in an KM Certificate;
- (ii) You shall take into account the limitations on the usage of the KM Certificate placed on the Relying Party in this Agreement; and
- (iii) You shall take any other precautions prescribed in this Agreement.]

**11. Disclaimers.** YOU AGREE THAT YOUR USE OF NIFT'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. NIFT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE NON-INFRINGEMENT LACK OF VIRUSES, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 10, NIFT DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES NIFT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NIFT OR THROUGH NIFT'S SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NIFT IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY. NIFT Disclaims all warranties for any Nonverified Subscriber Information submitted by Subscribers in their Certificate Application. For the purposes of this Agreement, "Nonverified Subscriber Information" means any information submitted by Subscribers in their Certificate Application to NIFT, and included within a Certificate, that has not been confirmed by NIFT and for which NIFT provides no assurances

other than that the information was submitted by Subscribers in their Certificate Application.

**12. Indemnification.** You agree to release, indemnify, defend and hold harmless NIFT, VeriSign, the VTN, and any non-NIFT CAs or RAs and any of their respective contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) your failure to perform the obligations of a Relying Party, (ii) your reliance on a KM Certificate that is not reasonable under the circumstances, or (iii) your failure to check the status of a KM Certificate to determine if the KM Certificate is expired or revoked. When NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs are threatened with suit or sued by a third party, NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs may seek written assurances from you concerning your promise to indemnify NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs, your failure to provide those assurances may be considered by NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs to be a material breach of this Agreement. NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs shall have the right to participate in any defense by you of a third-party claim related to your use of any NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs services, with counsel of our choice at your own expense. You shall have sole responsibility to defend NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs against any claim, but you must receive NIFT's prior written consent regarding any related settlement. The terms of this Section 12 will survive any termination or cancellation of this Agreement.

**13. Limitations of Liability.** THIS SECTION 13 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS SECTION, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NIFT's, VeriSign's, the VTN's, or any non-NIFT CAs' or RAs' TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC KM CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNTS SET FORTH BELOW.

<i>Class</i>	<i>Liability Caps</i>
<b>Class 1</b>	[Affiliate currency equivalent of \$ 100.00 US]
<b>Class 2</b>	[Affiliate currency equivalent of \$ 5,000.00 US]
<b>Class 3</b>	[Affiliate currency equivalent of \$ 100,000.00 US]

THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 13 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH KM CERTIFICATE. NIFT, VeriSign, the VTN, or any non-NIFT CAs or RAs SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH KM CERTIFICATE.

**14. Protection of Private Key.** YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A KM CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY

TO FORGE A DIGITAL SIGNATURE TO A DOCUMENT. [Affiliate should only include the next sentence if it has such materials.] For information regarding private key protection, see [https://www.NIFT.com/repository/PrivateKey\\_FAQ/index.html](https://www.NIFT.com/repository/PrivateKey_FAQ/index.html).

**15. Governing Law.** The Parties agree that any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of Pakistan, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**16. Dispute Resolution.** To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, you shall notify NIFT, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

(i) All disputes arising in connection with this Agreement shall be finally settled under the Pakistan Arbitration Act 1940 before a single arbitrator chosen through the mutual agreement of the parties. An arbitrator chosen by the parties must be knowledgeable in computer software law, information security and cryptography or must otherwise have special qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. The place of arbitration shall be Karachi, Pakistan and the proceedings shall be conducted in English. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

**17. Severability.** If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

**18. Force Majeure.** Except for payment and indemnity obligations hereunder, neither Party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the Party relying upon this Section 18 (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof; and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 18 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Agreement.

**19. Survival.** This Agreement shall be applicable for as long as you rely on a KM Certificate, use the OCSP Service, access or use the NIFT database of CRL

information, and in any matter of respect concerning the subject matter of this Agreement.

**20. Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

**21. Non-Assignment.** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at NIFT's option.

**22. Notices.** You will make all notices, demands or requests to NIFT with respect to this Agreement in writing to: NIFT, NIFT (Pvt) Ltd. 5<sup>th</sup> Floor, AWT Plaza, I.I. Chundrigar Road, Karachi, Pakistan.

**23. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between NIFT and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between NIFT and you concerning the subject matter hereof. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Agreement. Terms and conditions in any purchase orders that are not included in this Agreement or that conflict with this Agreement are null and void.

**23. Electronic Transactions Ordinance 2002.** Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002.

**24. Notwithstanding anything in this Agreement of any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance, 2002.**