Terms and Conditions of Use for Relying Party

Document Change History

Version	Date	Changes Description	Responsible
0.1	27/02/2024	Initial version.	Touir Mustapha
1.0	15/03/2024	Reviewed and updated.	Yasir Khan
1.1	20/08/2026	Amended to change "Subscriber Agreement" to "Terms and Conditions of Use".	Technology Source

Document Approval

Version	Approver (Name / Title)	Signature
1.1	PKI GB Director :	
		Date : 20/08/2026

Terms and Conditions of Use for Relying Party

1. Definitions.

The following definitions are used throughout these terms and conditions of use.

"Certificate" means an electronic document that uses a digital signature to connect a public key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the subscriber, contains the subscriber's public key, identifies the certificate's operational period, contains a Certificate serial number, and contains a digital signature of the issuing certificate authority.

"Certificate Application" means a request to a CA for the issuance of a certificate.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke certificates. For purposes of these terms and conditions of use, CA shall mean Technology Source.

"Certificate Policy" or "CP" means a document, as revised from time to time, representing the set of rules that indicates the applicability of a certificate issued by Technology Source to a subscriber.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing certificates. Technology Source CPSs are published at Technology Source public repository at the address at https://pki.techsource.iq

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, trademarks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Public Key Infrastructure" or "PKI" means a set of hardware, software, people, procedures, rules, policies, and obligations used to facilitate the trustworthy creation, issuance, management, and use of certificates and keys based on Public Key Cryptography. In the context of this agreement, PKI shall refer to the PKI operated by Technology Source to enable the deployment and use of certificates issued by the Subordinate CAs.

"Registration Authority" or "RA" means a legal entity that is responsible for identification and authentication of subjects of certificates, but is not a CA, and hence does not sign or issue certificates. An RA may assist in the certificate application process or revocation process or both. When "RA" is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA. In the context of these terms and conditions of use, the RA term refers to Technology Source internal RA that is responsible for exposing and fulfilling the certifications services from Technology Source Subordinate CAs.

"Relying Party" A recipient of a certificate who acts in reliance on that certificate/digital signatures verified using that certificate.

"Repository" A trustworthy system for storing and retrieving certificates or other information relevant to certificates. Technology Source public repository is accessible at the address at https://pki.techsource.iq

"Services" mean, collectively, the services offered by Technology Source to subscribers in delivering digital certificate issuing and revocation services together with the related supporting functions.

"Subscriber" means a natural or legal entity to whom a certificate is issued and who is legally bound by these terms and conditions of use.

"Subject" means natural person, the device, system, unit, or legal entity identified in a certificate as the subject. In the context of these terms and conditions of use, subject populate the certificates issued by Technology Source Subordinate CAs depending on the type of certificates.

2. Notice.

YOU MUST READ THESE TERMS AND CONDITIONS OF USE FOR RELYING PARTY BEFORE RELYING ON ANY IDENTITY INFORMATION IN A TECHNOLOGY SOURCE ISSUED CERTIFICATE, VALIDATING A TECHNOLOGY SOURCE ISSUED CERTIFICATE, USING A TECHNOLOGY SOURCE DATABASE OF CERTIFICATE REVOCATIONS, OR RELYING ON ANY TECHNOLOGY SOURCE CERTIFICATE-RELATED INFORMATION (COLLECTIVELY, "TECHNOLOGY SOURCE INFORMATION").

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, DO NOT SUBMIT A QUERY AND DO NOT DOWNLOAD, ACCESS, OR RELY ON ANY TECHNOLOGY SOURCE INFORMATION.

IN CONSIDERATION OF YOUR AGREEMENT TO THESE TERMS AND CONDITIONS OF USE, YOU ARE ENTITLED TO USE TECHNOLOGY SOURCE INFORMATION AS SET FORTH HEREIN.

3. Contact Information.

The following address is where you can get in touch with the Technology Source PKI GB.

Technology Source PKI Governance Board
Technology Source
Baghdad – Four Streets – Nearby Al-Ma'amon High School
Email: info@techsource.iq
Phone No.: (+964) 784 136 1693

The TS PKI GB accepts feedback regarding these terms and conditions of use only when they are addressed to the contact above.

4. Scope.

These relying party terms and conditions of use controls the use of information provided by Technology Source:

- As a result of a search for a digital certificate,
- The verification of the status of digital signatures created with a private key corresponding to a public key certificate issued by Technology Source ("the certificate validation"),
- Information published on Technology Source website https://pki.techsource.iq ("repository"),
- Any services advertised or exposed through the Technology Source website : https://pki.techsource.iq

These terms and conditions of use become effective between Technology Source and the Party ("the Relying Party") when the latter submits a certificate validation query or otherwise uses or relies upon any information provided by Technology Source through its repository.

These terms and conditions of use do not apply to information provided in or used from demo, free, and test certificates.

5. Technology Source Obligations.

Technology Source shall make every effort to guarantee that the information in its certificates is valid and proper for the Relying Party, acknowledging the trusted position it holds.

Technology Source shall take all reasonable steps to ensure the Relying Party that information contained in its records and directories is adequate, i.e., by updating them timely.

6. Relying Party Obligations.

The Relying Party acknowledges that they have adequate information to decide whether to rely upon the information provided in certificates issued by Technology Source.

The Relying Party shall:

(i) Use the certificate for the purpose for which it was issued, as indicated in the certificate information (e.g., the key usage extension),

(ii) Verify the validity by ensuring that the certificate has not expired,

(iii) Establish trust in the CA who issued a certificate by verifying the certificate path in accordance with the guidelines set by the RFC 5280,

(iv) Ensure that the certificate has not been revoked by accessing current revocation status information available at the locations specified in the certificate to be relied upon,

(v) Determine that such certificate provides adequate assurances for its intended use,

(vi) Use the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations to be performed, as a condition of relying on a certificate in connection with each such operation.

The Relying Party is solely responsible for deciding whether to rely on the information provided by Technology Source.

The Relying Party is solely responsible for all indirect damages suffered as a result of the certificate validation or the use and reliance upon information provided by Technology Source through its website.

7. Disclaimer of Warranty.

Within the scope of the law of the republic of Iraq, and except in the case of fraud, or deliberate abuse, the Technology Source cannot be held liable for:

- The accuracy of any information contained in certificates except as it is warranted by the subscriber that is the party responsible for the ultimate correctness and accuracy of all data transmitted to the Technology Source with the intention to be included in a certificate,
- Indirect damage that is the consequence of or related to the use, provisioning, issuance or non-issuance of certificates or digital signatures,
- Willful misconduct of any third-party participant breaking any applicable laws in the republic of Iraq, including, but not limited to those related to intellectual property protection, malicious software, and unlawful access to computer systems,
- For any damage suffered whether directly or indirectly because of an uncontrollable disruption of the Technology Source services,

- Any form of misrepresentation of information by relying parties on information contained in Technology Source documentation made public on Technology Source repository and related to the Technology Source services.

Should any of the provisions of these terms and conditions of use contradict with the provisions of Technology Source CPS documentation, the CPS documentation shall prevail.

8. Miscellaneous Provisions.

8.1 Governing Laws.

The laws of the republic of Iraq shall govern the enforceability, construction, interpretation, and validity of the present terms and conditions of use.

8.2 Entire Agreement.

These terms and conditions of use constitute the entire agreement between the parties and supersedes all prior understandings, oral or written, between the parties.

8.3 Dispute Resolution.

All disputes associated with the provisions of the Technology Source services, shall be first addressed by the TS PKI GB (i.e., legal function). If mediation by the TS PKI GB (i.e., legal function) is not successful, then the dispute will be escalated to the ITPC PMA and eventually adjudicated by the relevant courts of Iraq.

8.4 Severability.

If any provision of these terms and conditions of use, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of these terms and conditions of use and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

8.5 Force Majeure.

Technology Source shall not be liable for any losses, costs, expenses, liabilities, damages, or claims arising out of or related to delays in performance or from failure to perform its obligations if such failure or delay is due to circumstances beyond Technology Source's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services.