

PRIVY IDENTITAS DIGITAL WARRANTY POLICY

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Revision Notes

Revision	Document Number	Description and Changes History
00	005/PID-LGL/KB/X/2019	Adjustment to Certification Practice Statement v1.1
01	001/Privy-LGL/KB/IV/2022	Adjustment to Certification Practice Statement v2.1
02	001/Privy-LGL/KB/III/2023	Adjustment to Certification Practice Statement v2.2
03	025/Privy-LGL/KB/VII/2024	Adjustment to Document Subject, Definition, Payment of Claim Provisions

Warranty Policy
025/Privy-LGL/KB/VII/2024

Please read this Warranty Policy ("**Policy**") carefully along with the CPS, which is subject to change from time to time, before using or relying on the Certificate issued by Privy. By obtaining, using or relying on the Privy Certificate, the User agrees to be bound by the provisions stipulated herein.

This Policy shall become effective on July 30th, 2024 and apply to Certificates issued on and after that date until a future update of this Policy is issued (if any). Certificates issued prior to the effective date shall be subject to Privy's Warranty Policy number 001/Privy- LGL/KB/III/2023.

1. Definitions

The following are definitions for some of the terms used in this Policy:

"**Applicant**" shall mean an individual or legal entity/business entity submitting application for (including applying for renewal of) a Certificate.

"**Certificate Holder Agreement**" shall mean an agreement between Privy and the Certificate Holder that determines the rights and responsibilities of the parties, as available at <https://repository.privyca.id>.

"**Certificate Holder**" or "**User**" shall mean any individual or legal entity/business entity that uses the Certificate issued to it by Privy and is legally bound by the CPS and Certificate Holder Agreement.

"**Certification Practice Statement**" or "**CPS**" shall mean the provision of CA's operational procedures including the procedures for issuing Privy Certificates, which is available at <https://repository.privyca.id>.

"**Digital Signature**" shall mean a type of Electronic Signature that uses asymmetric cryptographic methods and is proven by a Certificate.

"**Electronic Certificate**" or "**Certificate**" shall mean an electronic certificate issued and/or provided by Privy, which contains an Electronic Signature, and identity that shows the legal subject or parties in an electronic transaction.

"**Certification Authority**" or "**CA**" shall mean a legal entity that serves as a trustworthy party, which grants and audits Certificates.

"**Electronic Information**" means one or a set of electronic data, including but not limited to writing, sounds, images, maps, designs, photographs, Electronic Data Interchange (EDI), electronic mail (e-mail), telegram, telex, telecopy or similar forms, letters, signs, numbers, access codes, symbols, or perforations that have been processed and have meaning or can be understood by a person capable of understanding them.

"Electronic Signature" shall mean a signature consisting of Electronic Information attached, associated or related to other Electronic Information used as a verification and authentication tool.

"Insured Party" shall mean the party referred to in section 2.3.

"Key Pair" is two mathematically related cryptographic keys issued by Privy, where the key pair is referred to as the Private Key and the Public Key.

"Maximum Warranty Limit" shall mean the maximum amount of loss covered under the Warranty as set forth in Section 7.1.

"Private Key" shall mean a key that is a pair of the Certificate Holder's Public Key and is confidential. The Private Key is used to create a Digital Signature and/or decrypt electronic information that has been encrypted with its paired Public Key or vice versa.

"Privy" shall mean PT Privy Identitas Digital.

"Privy App" shall mean an application that can be accessed through website and/or mobile phone (mobile app) operated by PT Privy Identitas Digital.

"Privy Service" or **"Service"** shall mean the Electronic Certificates issuance service, PrivySign, Privy Document Management System, PrivyPass, Electronic Seal, PrivyChat and/or other Privy services declared by Privy from time to time, both through the Website and the Privy Application.

"Public Key" shall mean the Certificate Holder's key that can be securely disclosed publicly, contained within the User's Certificate and is the counterpart of the confidential Private Key used by the Certificate Holder. The Public Key is used by the Relying Party to verify Digital Signatures and/or to encrypt messages so that decryption can only be performed by the Certificate Holder using its paired Private Key or vice versa.

"Registration Authority" or **"RA"** shall mean a party that contractually cooperates with Privy, which is responsible for identifying and authenticating the Applicants. RA forwards the application process and/or Certificate revocation process to Privy.

"Relying Party Agreement" shall mean an agreement between Privy and Relying Party that determines the rights and responsibilities of the parties, as available at <https://repository.privv.id/>.

"Relying Party" shall mean an individual or legal entity/business entity that trust and relies on Certificate and/or Digital Signatures issued by Privy.

"Site" shall mean to any URL that uses a domain with the address www.privv.id and/or www.privvca.id or any other site designated by Privy from time to time.

"**Uniform Resource Locator**" or "**URL**", shall mean a series of listed websites, containing folder names, language protocols and so on.

"**Valid Certificate**" shall mean a Certificate issued by Privy but has not been revoked or its validity period has not expired.

"**Warranty**" shall mean a warranty provided by Privy against losses suffered by the Insured Party due to errors or omissions committed by Privy or its RA as stipulated herein.

"**Warranty Claim**" shall mean a claim on the Warranty filed by the Insured Party.

"**Warranty Period**" shall be as referred to in section 2.5.

"**Website**" shall mean any URLs that use a domain with the address www.privv.id and/or www.privvca.id or other sites declared by Privy from time to time.

2. Scope of Warranty Policy

This Policy applies to the party relying on the Certificate and confirms the terms of the Guarantee provided by Privy related to the reliance on the Certificate and/or Privy Services.

2.1. Guaranteed Certificate

The Warranty is only provided to Certificates with a Certificate Class 3 and 4 classification, as defined in the CPS.

2.2. Non-covered Certificates

This Warranty Policy does not cover the following:

- a. Certificates not specifically identified in section 2.1 above;
- b. Certificates intended for any demonstration/ testing purposes, whether provided free of charge or not, provided by Privy for purposes including, but not limited to, demonstration, trial or testing.

2.3. Insured Party

This Policy only applies to the party relying on the Certificate, i.e. the Certificate Holder or the Relying Party.

2.4. Unauthorized Use of Certificates

This Policy shall not apply to Certificates issued by Privy but used illegally and in violation of the law, provisions of applicable laws and regulations, Certificate Holder Agreement, and CPS.

2.5. Warranty Period

The Warranty Period shall be for the period of the Valid Certificate.

3. Scope of Warranty

Privy provides warranties for matters as described below:

3.1. Error in Identification

Privy shall bear any losses caused by errors or omissions of Privy and its RA, including verifiers and employees, in identifying the identity of the Applicant as part of the Certificate issuance process as determined by the CPS.

3.2. Lost Documents

Privy shall cover losses due to accidental loss related to documents used in the identification process that the Applicant submits to Privy for the needs of issuance of Certificate.

3.3. Intentional or Unintentional Errors

Privy shall bear the loss due to errors, whether made intentionally or unintentionally, in entering information in Certificates issued by Privy and its RA as required under the CPS.

4. Exception to Warranty

The warranty as set forth in section 3 above shall not apply in the event of at least one of the following:

- a. An agreement exists between Privy and the Relying Party through other contracts that regulate the limitation of liability for losses incurred due to the issuance of a Certificate, where the identity verification of the Certificate Holder, in part or in full, is not carried out by Privy.
- b. Failure or delay by the Certificate Holder to apply for Certificate revocation when required.
- c. Failure, error, or omission of the Certificate Holder to protect and keep confidential the possession of its Private Key, leading to the compromise or unauthorized access of the Private Key.
- d. Failure or negligence of the Certificate Holder or Relying Party to fulfill obligations under the Certificate Holder Agreement, CPS, or other agreements with Privy.
- e. Failure, error or negligence of the Certificate Holder and/or the Relying Party in applying reasonable security measures, either prior to or during transmission or further processing, in securing the information sent or received by the Certificate Holder and/or the Relying Party.
- f. Unlawful or criminal acts by the Certificate Holder or Relying Party in using or relying on the Certificate.
- g. Unauthorized and illegal use of the Certificate by the Certificate Holder, in violation of applicable laws and regulations, the Certificate Holder Agreement, and the CPS.

- h. Loss or damage caused by the Certificate Holder or Relying Party due to the misuse of internet services and/or telecommunication services. This also includes the use or reproduction of computer viruses or other cyber-attacks.
- i. The Relying Party's unreasonable or unjustified reliance on the information contained in the Certificate given what the Relying Party knows or should know, or based on a series of transactions entered into by the Relying Party, as described in the Relying Party Agreement and the CPS.
- j. Failure of any communication, service or other equipment that is not under the exclusive control or ownership of Privy.

5. Claims of Warranty

5.1. General

All Claims of Warranty can only be submitted by the Insured Party through the submission of a payment request as set out in section 6.

5.2. Time Limit

A request for payment must be submitted in writing to Privy no later than 14 (fourteen) calendar days from the discovery of the error as stated in section 3.

5.3. Claim Submission Time

Submission of payment requests along with all documentation must be submitted to Privy during the Warranty Period.

5.4. Proof

Payment for Claims of Warranty will only be made if the party submitting the Claims of Warranty can demonstrate that a loss has occurred due to matters included in the scope of coverage in section 3. Privy reserves the right to unilaterally decide on the payment for Claims of Warranty, based on facts found and investigations conducted by Privy (either independently or by appointing a third party) together with the party submitting the Claims of Warranty, or based on a court decision.

6. Request for Payment

6.1. Procedures

To make a request for payment, the party submitting the Claim of Warranty must:

- a. Submit a written request either through digitally signed electronic documents (along with proof that the request falls within the coverage scope) to the email address helpdesk@privy.id, or through physically signed documents addressed to PT Privy Identitas Digital at Jl. Kemang Raya 34 2nd Floor, Bangka District, Mampang Prapatan Sub-district, South Jakarta, 12730, Indonesia. The request is considered received once an acknowledgement of receipt is provided;

- b. Fully cooperate with Privy to establish facts that support the claim of loss and other parties involved; and
- c. Grants its subrogation rights to Privy for any and all claims it has against third parties for losses that may result in compensation payment by Privy to the Insured Party, up to the amount paid by Privy.

6.2. Rejection of Claim

Claim of Warranty will be rejected by Privy if the Insured Party cannot fulfill the following conditions, namely:

- a. The Claim of Warranty is not submitted by the Insured Party;
- b. The Insured Party cannot prove the occurrence of the loss;
- c. The party submitting the Claim of Guarantee delays notifying Privy regarding the damage or failure as required under the Warranty claim procedure set forth in section 5; or
- d. The submission of Claim of Warranty is made outside the Warranty Period.

7. Payment of Claim

7.1. Maximum Warranty Limit

The Maximum Warranty Limit for 1 (one) Certificate shall be IDR 500,000 (five hundred thousand rupiah).

When the payment of a Claim of Warranty has met the specified Maximum Warranty Limit, Privy has no further obligation to pay any compensation, either to the initial party who submitted the claim, or to any other party for the same 1 (one) Certificate, unless required by applicable law and through a court decision.

7.2. Distribution of Payment of Claim

A Payment of Claim is distributed based on the "first come, first serve" principle, where the Payment of Claim will be given to the party who submits the Claim of Warranty first.

Privy will not pay more than the Maximum Warranty Limit for each issued Certificate, regardless of the number of parties who submitted the claim, or the amount of loss incurred by the Insured Party.

7.3. New Certificate

Each new Certificate issued to the Certificate Holder, whether due to the expiration of a Valid Certificate or due to an application for Certificate revocation, or for any other reason, shall have a new Warranty Period corresponding to the validity period of the Certificate.

7.4. Single Payment

Payments made upon submission of a Claim of Warranty will be paid on a single basis regardless of the number of the Insured Party rely on the Certificate.

8. Governing Laws

This Policy is subject to and construed in accordance with the laws of the Republic of Indonesia.

9. Dispute Resolution

The Insured Party and Privy agree that all disputes or disagreements arising from or relating to matters governed by this Policy (including all disputes or disagreements caused by unlawful acts or violations of one or more terms and conditions in this Policy) ("Disputes") will be resolved in the following manner:

- a. One of the parties, either the Insured Party or Privy, must submit written notification to the other party of the occurrence of a Dispute ("Dispute Notification"). Disputes must be resolved by deliberation to reach consensus within a maximum of 30 (thirty) calendar days from the date of the Dispute Notification ("Deliberation Period").
- b. If the Dispute cannot be resolved by deliberation until the end of the Deliberation Period, the Insured Party and Privy agree that the Dispute will be referred and resolved through the Indonesian National Arbitration Board ("BANI") in accordance with the BANI's Rules and Procedures for arbitration located at Wahana Graha 1st and 2nd floors, Jalan Mampang Prapatan Number 2, Jakarta 12760, with the following provisions:
 1. The language used in the arbitration shall be Bahasa Indonesia;
 2. The place of arbitration shall be in Jakarta, Indonesia;
 3. The Insured Party and Privy will collectively appoint 1 (one) arbitrator who will be the sole arbitrator to resolve the Dispute;
 4. Arbitration costs and legal fees shall be paid by the losing party; and 4.
 5. The arbitration award shall be final and binding on the Insured Party and the Privy.

10. Language

In the event that this Policy is presented in multiple language options and in the event of any inconsistency between one language and another, then the Bahasa Indonesia text shall prevail.

11. Miscellaneous

11.1. Violation of Other Agreements by the Insured Party

In the event that the Insured Party violates its warranties or obligations, including other agreements that have been agreed with Privy, then this will result in the cancellation of all Warranties stipulated herein.

11.2. Renewals and Amendments

Privy may renew and amend this Policy from time to time.

11.3. Notification

Every notification from Privy to the User will be announced through the Website, or sent via electronic mail (e-mail), short message service (SMS), and/or push notification through the Privy App installed on the User's device registered with Privy. Every notification from the User addressed to Privy shall become effective when the notification is received by Privy via email address helpdesk@privy.id and/or through physical documents sent to PT Privy Identitas Digital at Jalan Kemang Raya Nomor 34, 2nd Floor, Bangka District, Mampang Prapatan Sub-district, South Jakarta, 12730, Indonesia.

11.4. Force Majeure

The User agrees to release Privy from all lawsuits, claims, consequences, or losses arising in connection with:

- (i) failure or delay of electronic transactions; and/or
- (ii) interruptions, delays, changes, or unavailability of the Website or Privy App to use the Certificate (including in the event that Privy is unable to carry out or continue some or all of the User's instructions or communications to Privy through the Website or Privy App), caused by events or matters beyond Privy's control, including but not limited to earthquakes, storms, hurricanes, landslides, floods or prolonged droughts, tsunamis, volcanic eruptions, plagues, pandemics, epidemics, radiation or nuclear explosions, fires, accidents, radioactive radiation, shock waves due to airplanes or other floating objects at or above the speed of sound, strikes, blockades, boycotts, riots, coups, revolutions, armed conflicts, wars (whether declared or undeclared), acts or threats of terrorism, piracy, sabotages, criminal acts, blackouts, and government actions or policies.

11.5. Validity Provisions

The provisions outlined in this Policy are aligned with the CPS Privy. In the event of any conflict between this Policy and the CPS, the CPS shall prevail, and this Policy will be adjusted to comply with the CPS and applicable laws and regulations.

11.6. Severability

In the event that part of this Policy is unenforceable, the remaining provisions shall not be null and void and will continue to apply in full force. Privy has the right to replace and/or change the null provisions with other provisions provided that it is permitted by the applicable laws and regulations.