



martini
security

Martini Security SHAKEN Relying Party Agreement

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Martini Security SHAKEN

Relying Party Agreement

This Relying Party Agreement (“Agreement”) is a legally binding contract between you and, if applicable, the company, organization or other entity on behalf of which you are acting (collectively, “You” or “Your”) and Martini Security, LLC (“Martini Security,” “We,” or “Our”) regarding Your and Our rights and duties relating to Your use of SHAKEN digital certificates issued by Martini Security. If you are acting on behalf of a company, organization or other entity, You represent that you have the authority to bind such entity to this Agreement.

1. Definitions and Terms

Term	Definition
Key Pair	A Private Key and its associated Public Key.
Policy and Legal Repository	A repository of policy and legal documents related to the Martini Security PKI. It is located at: https://martinisecurity.com/repository
Private Key	The key in a Key Pair that must be kept secret. Used to create digital signatures that can be verified by the corresponding Public Key or to decrypt messages encrypted by the corresponding Public Key.
Public Key	The only key in a Key Pair that can safely be publicly disclosed. Used by Relying Parties to verify digital signatures from the corresponding private key or to encrypt messages that can only be decrypted by the corresponding private key.
Relying Party	An entity that relies upon information contained within certificates issued by the Martini Security SHAKEN PKI.
Martini Security certificate	A Secure Telephone Identity Certificate issued by Martini Security
Secure Telephone Identity Certificate	A certificate containing a TNAuthList extension as defined in [RFC 8226] and [ATIS-1000080]. The TNAuthList contains a single SPC value that identifies the SHAKEN SP holding the certificate.

2. Effective Date, Term, and Informed Consent

2.1 Effective Date

This Agreement is effective once You rely on a Martini Security Certificate.

2.2 Term

The term of this Agreement begins when you have accepted its terms as provided in the preamble above. Either party may terminate this Agreement at any time, for any reason or no reason, effective on notice to the other party in accordance with Section 16. On termination of this Agreement for any reason, you will immediately cease use of the Martini Security Shaken PKI.

2.3 Informed Consent.

You represent and warrant: (a) you have sufficient information to make an informed choice regarding the extent to which you elect to rely on the Martini Security PKI or any Martini Security Certificates or other information in or provided through it; (b) your use of or reliance on the Martini Security PKI and all Certificates and other information provided in or through it is governed by this Agreement; (c) you will be liable to Martini Security if you breach this Agreement; (d) you are solely responsible and liable for deciding whether or not to rely on a Martini Security Certificate or any other information provided in or through the Martini Security PKI; and (e) if you are entering into this Agreement on behalf of an entity, you have all right, power, and authority necessary to do so.

3. Your obligations, Security and Limitations

3.1 Your Obligations

As a Relying Party, you must not rely on the Martini Security PKI or any Martini Security Certificates for any usage other than verifying authentication caller metadata via verification of SHAKEN PASSporTs, as described in ATIS-1000074, and any other PASSporT extensions defined for use in the SHAKEN ecosystem.

Additionally you are responsible for ensuring reasonable usage of the associated certificate, including : (a) assessing whether the use of a Certificate for a given purpose is appropriate under the circumstances; (b) using appropriate technology to verify the digital signature and perform other cryptographic operations; or (c) checking Certificate status, and the validity of applicable Certificates in the Certificate's chain, before you rely on a given Certificate.

You will not, and have no right to, rely on any Certificate without at least complying with the above. Martini Security, its suppliers, and any RAs are not responsible for assessing the appropriateness of the use of the Martini Security PKI or any Certificates or other information in or provided through it.

3.2 Security

You will not, and have no right to, monitor, interfere with, or reverse engineer the Martini Security PKI, or any Martini Certificates or other information in or provided through it, or otherwise intentionally compromise the security of the Martini Security PKI (except to the extent expressly permitted by applicable law despite this limitation or otherwise on Martini Security' express, prior, written approval in each case).

3.2 Limitations

You will not, and have no right to, use, or provide access to, any Martini Security Certificates for use in connection with any nuclear facilities, aircraft navigation, aircraft communications, flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3, or equivalent), weapons systems, or in any other applications in which the failure or compromise of any aspect of the Martini Security PKI, or any Certificates or other information in or provided through it, could lead to death, personal injury, or severe physical or environmental damage. You also will not use any Martini Security Certificates as proof of identity or as support of non-repudiation of identity or authority.

4 Privacy

Please review the Martini Security's Privacy Policy which also governs your use of the Martini Security PKI:

https://www.martinisecurity.com/privacy_policy

5 IMPORTANT DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN MARTINI SECURITY'S CERTIFICATE POLICY AND CERTIFICATE PRACTICE STATEMENT, MARTINI SECURITY CERTIFICATES AND SERVICES ARE PROVIDED "AS-IS" AND MARTINI SECURITY DISCLAIMS ANY AND ALL WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY MARTINI SECURITY SERVICE OR MARTINI SECURITY CERTIFICATE.

MARTINI SECURITY CANNOT ACCEPT ANY LIABILITY FOR ANY LOSS, HARM, CLAIM, OR ATTORNEY'S FEES IN CONNECTION WITH SUCH CERTIFICATES. ACCORDINGLY, YOU AGREE THAT MARTINI SECURITY WILL NOT BE LIABLE FOR ANY DAMAGES, ATTORNEY'S FEES, OR RECOVERY, REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR COMPENSATORY, EVEN IF MARTINI SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY APPLIES IRRESPECTIVE OF THE THEORY OF LIABILITY, I.E., WHETHER THE THEORY OF LIABILITY IS BASED UPON CONTRACT, WARRANTY, INDEMNIFICATION, CONTRIBUTION, TORT, EQUITY, STATUTE OR REGULATION, COMMON LAW, OR ANY OTHER SOURCE OF LAW, STANDARD OF CARE, CATEGORY OF CLAIM, NOTION OF FAULT OR RESPONSIBILITY, OR THEORY OF RECOVERY. THE PARTIES AGREE THAT THIS DISCLAIMER IS INTENDED TO BE CONSTRUED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

BY WAY OF FURTHER EXPLANATION REGARDING THE SCOPE OF THE DISCLAIMER, AND WITHOUT WAIVING OR LIMITING THE FOREGOING IN ANY WAY, MARTINI SECURITY DOES NOT MAKE, AND MARTINI SECURITY EXPRESSLY DISCLAIMS, ANY WARRANTY REGARDING ITS RIGHT TO USE ANY TECHNOLOGY, INVENTION, TECHNICAL DESIGN, PROCESS, OR BUSINESS METHOD USED IN EITHER ISSUING MARTINI SECURITY CERTIFICATES OR PROVIDING ANY OF MARTINI SECURITY'S SERVICES. YOU AFFIRMATIVELY AND EXPRESSLY WAIVE THE RIGHT TO HOLD MARTINI SECURITY RESPONSIBLE IN ANY WAY, OR SEEK INDEMNIFICATION AGAINST MARTINI SECURITY, FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING PATENT, TRADEMARK, TRADE SECRET, OR COPYRIGHT.

6. Additional Terms

6.1 Governing Law

The parties agree that the laws of the State of Washington govern this Agreement, irrespective of Washington's choice of law and conflicts of law principles.

6.2. Choice of Forum

Any claim, suit or proceeding arising out of this Agreement must be brought in a state or federal court located in Seattle, Washington

6.3 Limitation on Claims against Martini Security

Any claim, suit or proceeding against Martini Security arising out of this Agreement must be commenced within one year of any alleged harm, loss, or wrongful act having occurred.

6.4 No Third-Party Beneficiary

This Agreement does not create rights in favor of any third parties. Furthermore, it is the express intent of the parties that this Agreement shall not be construed to confer any rights on any third party.

6.5 Entire Agreement

This Agreement, together with any documents incorporated by reference in any of the foregoing, constitutes the entire Agreement between You and Martini Security concerning the subject matter hereof.

5.6 Amendment

Martini Security may modify this Agreement from time to time. Each modified version of this Agreement will be posted to Martini Security's website (martinisecurity.com) at least fourteen (14) days before it becomes effective. If such new version contains material changes and You have provided Martini Security with an email address, Martini Security will send an email to such address notifying You of such new version at least fourteen (14) days before it becomes effective.

5.7 Severability

If any provision of this Agreement is found to be invalid, unenforceable, or contrary to law, then the Agreement will be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent or, if that is not possible, by striking the provision and enforcing the remainder of this Agreement.