

Guidelines Version 1.2 Errata

1. Role requirements

Effective 26 Jan 2010, delete:-

"9.1.2 Role Requirements

The following Applicant roles are required for the issuance of an EV Certificate.

...

One person MAY be authorized by the Applicant to fill one, two, or all three of these roles, provided that the Certificate Approver and Contract Signer are employees of the Applicant. An Applicant MAY also authorize more than one person to fill each of these roles."

And insert:-

"9.1.2 Role Requirements

The following Applicant roles are required for the issuance of an EV Certificate.

...

The Applicant MAY authorize one individual to occupy two or more of these roles. The Applicant MAY authorize more than one individual to occupy any of these roles.'

2. Public WHOIS data

Effective 29 March 2010, delete:-

"10.6 Verification of Applicant's Domain Name

10.6.1 Verification Requirements

To verify the Applicant's registration, or exclusive control, of the Domain Name(s) to be listed in the EV Certificate, the CA MUST verify that each such Domain Name satisfies the following requirements:

(1) The Domain Name is registered with an Internet Corporation for Assigned Names and Numbers (ICANN)-approved registrar or a registry listed by the Internet Assigned Numbers Authority (IANA);

(2) Domain registration information in the WHOIS database is public and shows the name, physical address, and administrative contact information for the organization;"

And insert:-

"10.6 Verification of Applicant's Domain Name

10.6.1 Verification Requirements

To verify the Applicant's registration, or exclusive control, of the Domain Name(s) to be listed in the EV Certificate, the CA MUST verify that each such Domain Name is registered with an Internet Corporation for Assigned Names and Numbers (ICANN)-approved registrar or a registry listed by the Internet Assigned Numbers Authority (IANA). For each such domain, the CA MUST compare any registration information that is publicly available from the WHOIS database with the verified Subject organization information and MUST confirm that it is neither misleading nor inconsistent."

3. Another QGIS

Effective 7 Apr 2010. delete:-

"10.4.1 Address of Applicant's Place of Business

...

(A) Place of Business in the Country of Incorporation or Registration

(i) For Applicants whose Place of Business is in the same country as the Applicant's Jurisdiction of Incorporation or Registration and whose Place of Business is NOT the same as that indicated in the relevant Qualified Government Information Source used in Section 10.2 to verify legal existence:

(1) For Applicants listed at the same Place of Business address in the current version of either at least one QIIS or a QTIS, the CA MUST confirm that the Applicant's address, as listed in the EV Certificate Request, is a valid business address for the Applicant or a Parent/Subsidiary Company by reference to such QIIS or QTIS, and MAY rely on the Applicant's representation that such address is its Place of Business;"

And, insert:-

"10.4.1 Address of Applicant's Place of Business

...

(A) Place of Business in the Country of Incorporation or Registration

(i) For Applicants whose Place of Business is in the same country as the Applicant's Jurisdiction of Incorporation or Registration and whose Place of business is NOT the same as that indicated in the Qualified Government Information Source used in Section 10.2 to verify legal existence:

(1) For Applicants listed at the same Place of Business address in the current version of either at least one QGIS (other than that used to verify legal existence), QIIS or QTIS, the CA MUST confirm that the Applicant's address, as listed in the EV Certificate Request, is a valid business address for the Applicant or a Parent/Subsidiary Company by reference to such QGIS, QIIS or QTIS, and MAY rely on the Applicant's representation that such address is its Place of Business;"

4. Terms of use

3.1 Effective 14 Apr 2010, in Section 3. (Definitions), delete:-

Affiliate of a CA: A corporation, partnership, joint venture or other entity controlling, controlled by or under common control with a CA. As used in this definition, “control” (and its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of more than fifty percent of the voting shares of such entity or the power to direct the management and affairs of such entity.

Applicant Representative: An individual person employed by the Applicant: (i) who signs and submits, or approves an EV Certificate Request on behalf of the Applicant, and/or (ii) who signs and submits a Subscriber Agreement on behalf of the Applicant.

Parent Company: A company that owns a majority of a Subsidiary Company and this can be verified by reference to a QIIS or from financial statements supplied by a registered Chartered Professional Accountant (CPA) or equivalent outside of the USA.

Subsidiary Company: A subsidiary company is defined as a company that is majority owned by the Applicant as verified by reference to a QIIS, or from financial statements supplied by a registered Chartered Professional Accountant (CPA) or equivalent outside of the USA.

And, insert:-

Affiliate: A corporation, partnership, joint venture or other entity controlling, controlled by or under common control with another entity as determined by reference to a QIIS, QGIS, QTIS, Verified Legal Opinion, or Verified Accountant Letter.

Applicant Representative: A natural person who is either the Applicant, employed by the Applicant, or an authorized agent who has express authority to represent the Applicant: (i) who signs and submits, or approves an EV Certificate Request on behalf of the Applicant, and/or (ii) who signs and submits a Subscriber Agreement on behalf of the Applicant, and/or (iii) who acknowledges and agrees to the EV Certificate Terms of Use on behalf of the Applicant when the Applicant is an Affiliate of the CA.

Control: “Control” (and its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to: (1) direct the management, personnel, finances, or plans of such entity; (2) control the election of a majority of the directors; or (3) vote that portion of voting shares required for “control” under the law of the entity’s Jurisdiction of Incorporation or Registration but in no case less than 10%.

Parent Company: A company that Controls a Subsidiary Company as determined by reference to a QIIS, QGIS, QTIS, Verified Legal Opinion, or Verified Accountant Letter.

Subsidiary Company: A company that is controlled by a Parent Company as determined by reference to a QIIS, QGIS, QTIS, Verified Legal Opinion, or Verified Accountant Letter.

Terms of Use: Those provisions regarding the safekeeping and acceptable uses of the EV Certificate in accordance with the Guidelines that an Applicant Representative acknowledges and accepts on behalf of an Applicant when such Applicant is an Affiliate of the CA.

4.2 Effective 14 Apr 2010, in Section **6.2.1(2) (Certificate Warranties)**, delete:-

(F) **Subscriber Agreement:** The Subject named in the EV Certificate has entered into a legally valid and enforceable Subscriber Agreement with the CA that satisfies the requirements of these Guidelines;

And insert:-

(F) **Subscriber Agreement:** The Subject named in the EV Certificate has entered into a legally valid and enforceable Subscriber Agreement with the CA that satisfies the requirements of these Guidelines or the Applicant Representative has acknowledged and accepted the Terms of Use;

4.3 Effective 14 Apr 2010, in Section **6.2.2**, delete:-

6.2.2 By the Subscriber

The CA will require, as part of the Subscriber Agreement, that the Subscriber make the commitments and warranties set forth in Section 9.3, for the benefit of the CA and the EV Certificate Beneficiaries.

And insert:-

6.2.2 By the Subscriber

The CA will require that the Subscriber (by the Contract Signer as part of the Subscriber Agreement or the Applicant Representative as part of the Terms of Use) make the commitments and warranties set forth in Section 9.3, for the benefit of the CA and the EV Certificate Beneficiaries.

4.4 Effective 14 Apr 2010, in subsection (2) of **9.1.1 (Documentation Requirements)**, replace:-

“Subscriber Agreement” with “Subscriber Agreement and Terms of Use”

4.5 Effective 14 Apr 2010, in Section **9.1.2 (Role Requirements)**, insert:-

(4) **Applicant Representative:** Terms of Use applicable to the requested EV Certificate MUST be acknowledged and agreed to by an authorized Applicant Representative. An

Applicant Representative is a natural person who is either the Applicant, employed by the Applicant, or an authorized agent who has express authority to represent the Applicant, and who has authority on behalf of the Applicant to acknowledge and agree to the Terms of Use.

4.6 Effective 14 Apr 2010, in Section **9.3 (Subscriber Agreement Requirements)**, delete:-

9.3 Subscriber Agreement Requirements

9.3.1 General

Prior to the issuance of the EV Certificate, the CA MUST obtain the Applicant's agreement to a legally enforceable Subscriber Agreement with the CA for the express benefit of Relying Parties and Application Software Vendors. The Subscriber Agreement MUST be signed by an authorized Contract Signer acting on behalf of the Applicant in accordance with Section 10.8 of these Guidelines, and MUST apply to the EV Certificate to be issued pursuant to the EV Certificate Request. A separate Subscriber Agreement MAY be used for each EV Certificate Request, or a single Subscriber Agreement MAY be used to cover multiple future EV Certificate Requests and resulting EV Certificates, so long as each EV Certificate that the CA issues to the Applicant is clearly covered by a Subscriber Agreement signed by an authorized Contract Signer acting on behalf of the Applicant.

And insert:-

9.3 Requirements for Subscriber Agreement and Terms of Use

9.3.1 General

Prior to the issuance of the EV Certificate, the CA MUST obtain, for the express benefit of Relying Parties and Application Software Vendors, either: (A) the Applicant's agreement to a legally enforceable Subscriber Agreement with the CA, or (B) the Applicant Representative's acknowledgement and agreement to the Terms of Use. The Subscriber Agreement MUST be signed by an authorized Contract Signer acting on behalf of the Applicant or the Terms of Use MUST be acknowledged and agreed to by an authorized Applicant Representative acting on behalf of the Applicant, each in accordance with Section 10.8 of these Guidelines, and MUST apply to the EV Certificate to be issued pursuant to the EV Certificate Request. A separate Subscriber Agreement or Terms of Use document MAY be used for each EV Certificate Request, or a single Subscriber Agreement or Terms of Use document MAY be used to cover multiple future EV Certificate Requests and resulting EV Certificates, so long as each EV Certificate that the CA issues to the Applicant is clearly covered by that Subscriber Agreement or Terms of Use.

4.7 Effective 14 Apr 2010, rename "**9.3.2 Agreement Requirements**" to "**9.3.2 Subscriber Agreement Requirements**"

4.8 Effective 14 Apr 2010, in Section **9.3 (Subscriber Agreement Requirements)**, insert:-

9.3.3 Terms of Use Requirements

The Terms of Use MUST, at a minimum, contain provisions imposing on the Applicant the following obligations:

- (1) **Accuracy of Information:** An obligation to provide accurate and complete information at all times to the CA, both in the EV Certificate Request and as otherwise requested by the CA in connection with the issuance of the EV Certificate(s) to be supplied by the CA;
- (2) **Protection of Private Key:** An obligation by the Applicant to take all reasonable measures to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested EV Certificate(s) (and any associated access information or device, e.g. password or token);
- (3) **Acceptance of EV Certificate:** An obligation that Applicant will not install and use the EV Certificate(s) until it has reviewed and verified the accuracy of the data in each EV Certificate;
- (4) **Use of EV Certificate:** An obligation to install the EV Certificate only on the server accessible at a Domain Name listed on the EV Certificate, and to use the EV Certificate solely in compliance with all applicable laws;
- (5) **Reporting and Revocation Upon Compromise:** An obligation to promptly cease using an EV Certificate and its associated Private Key, and promptly request the CA to revoke the EV Certificate, in the event that: (i) any information in the EV Certificate is or becomes incorrect or inaccurate, or (ii) there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Public Key listed in the EV Certificate;
- (6) **Termination of Use of EV Certificate:** An obligation to promptly cease all use of the Private Key corresponding to the Public Key listed in an EV Certificate upon expiration or revocation of that EV Certificate.

4.9 Effective 14 Apr 2010, in subsection (3)(B) of **10.1.1 (Verification Requirements – Overview)**, delete:-

- (B) Verify that a Contract Signer signed the Subscriber Agreement, and

And insert:-

- (B) Verify that a Contract Signer signed the Subscriber Agreement or that a duly authorized Applicant Representative acknowledged and agreed to the Terms of Use; and

4.10 Effective 14 Apr 2010, in subsection (4) of **11.2.2 (Revocation Events)**, replace:-

“Subscriber Agreement” with “Subscriber Agreement or Terms of Use”

4.11 Effective 14 Apr 2010, in Section **13.3.2 (Use of Pre-Existing Information or Documentation)**, delete:-

(1) Each EV Certificate issued by the CA MUST be supported by a valid current EV Certificate Request and a Subscriber Agreement signed by the appropriate Applicant Representative on behalf of the Applicant.

And insert:-

(1) Each EV Certificate issued by the CA MUST be supported by a valid current EV Certificate Request and a Subscriber Agreement signed by the appropriate Applicant Representative on behalf of the Applicant or Terms of Use acknowledged by the appropriate Applicant Representative.

4.12 Effective 14 Apr 2010, in **Appendix H - Code Signing: Requirements for Certification Authorities (Normative)**, replace:-

“Subscriber Agreement” with “Subscriber Agreement or Terms of Use”

5. Principal Individual

Effective 23 April 2010, in Section 10.2.2 (4) delete:

- (B) **Cross-checking of Information:** The CA MUST obtain the original signed and attested Personal Statement together with the attested copy of the current signed government-issued photo identification document. The CA must review the documentation to determine that the information is consistent, matches the information in the application and identifies the Individual.
- (C) **Verification of Third-Party Validator:** The CA MUST independently verify that the Third-Party Validator is a legally-qualified Latin Notary or Notary (or legal equivalent in the Applicant’s jurisdiction), lawyer, or accountant in the jurisdiction of the Individual’s residency, and that the Third-Party Validator actually did perform the services and did attest to the signature of the Individual.

And insert:

- (B) **Verification of Third-Party Validator:** The CA MUST independently verify that the Third-Party Validator is a legally-qualified Latin Notary or Notary (or legal equivalent in the Applicant’s jurisdiction), lawyer, or accountant in the jurisdiction of the Individual’s residency, and that the Third-Party Validator actually did perform the services and did attest to the signature of the Individual.

- (C) **Cross-checking of Information:** The CA MUST obtain the signed and attested Personal Statement together with the attested copy of the current signed government-issued photo identification document. The CA MUST review the documentation to determine that the information is consistent, matches the information in the application, and identifies the Individual. The CA MAY rely on electronic copies of this documentation, provided that:
- (i) the CA confirms their authenticity (not improperly modified when compared with the underlying original) with the Third-Party Validator; and
 - (ii) electronic copies of similar kinds of documents are recognized as legal substitutes for originals under the laws of the CA's jurisdiction.

6. Business categories

Effective 20 October 2010, delete:-

8.1.1(3) Business Category:

Contents: This field MUST contain one of the following strings: "V1.0, Clause 5.(b)", "V1.0, Clause 5.(c)", "V1.0, Clause 5.(d)", or "V1.0, Clause 5.(e)" depending upon whether the Subject qualifies under the terms of Section 7.2.2, 7.2.3, 7.2.4 or 7.2.5 of these Guidelines, respectively.

And, insert:-

8.1.1(3) Business Category:

Contents: This field MUST contain one of the following strings: "Private Organization", "Government Entity", "Business Entity", or "Non-Commercial Entity" depending upon whether the Subject qualifies under the terms of Section 7.2.2, 7.2.3, 7.2.4 or 7.2.5 of these Guidelines, respectively.

7. IFAC membership

Effective 24 April 2010, in Section 3 (**Definitions**), delete:-

Accounting Practitioner: A certified public accountant, chartered accountant, or equivalent licensed by a full member of the International Federation of Accountants (IFAC) to practice accounting in the country of the Applicant's Jurisdiction of Incorporation or Registration or any jurisdiction where the Applicant maintains an office or physical facility.

And insert:-

Accounting Practitioner: A certified public accountant, chartered accountant, or a person with an equivalent license within the country of the Applicant's Jurisdiction of

Incorporation or Registration or any jurisdiction where the Applicant maintains an office or physical facility; provided that an accounting standards body in the jurisdiction maintains full (not “suspended” or “associate”) membership status with the International Federation of Accountants (IFAC).

In Section 10.10.2(1), delete:-

(A) **Status of Author:** The CA MUST verify that the accountant letter is authored by an independent professional accountant retained by and representing the Applicant (or an in-house professional accountant employed by the Applicant) (Accounting Practitioner) who is a certified public accountant, chartered accountant, or equivalent licensed by a full member of the International Federation of Accountants (IFAC) to practice accounting in the country of the Applicant’s Jurisdiction of Incorporation or Registration or any jurisdiction where the Applicant maintains an office or physical facility;

And insert:-

(A) **Status of Author:** The CA MUST verify that the accountant letter is authored by an independent Accounting Practitioner retained by and representing the Applicant (or an in-house professional accountant employed by the Applicant) who is a certified public accountant, chartered accountant, or has an equivalent license within the Applicant’s Jurisdiction of Incorporation, Jurisdiction of Registration, or the jurisdiction where the Applicant maintains an office or physical facility. Verification of license MUST be through that jurisdiction’s member of the International Federation of Accountants (IFAC) or through the regulatory organization in that jurisdiction appropriate to contact when verifying an accountant’s license to practice in that jurisdiction.

8. Verification of authority

Effective 24 April 2010, add the following option to Section 10.7.3:

(7) **QIIS or QGIS:** The Signing Authority of the Contract Signer, and/or the EV Authority of the Certificate Approver, MAY be verified by a QIIS or QGIS that identifies the Contract Signer and/or the Certificate Approver as a corporate officer, sole proprietor, or other senior official of the Applicant.

9. Audit publication timetable

Effective 7 July 2010, in Section 14.1.3, delete:-

“(3) For both government and commercial CAs, the audit report MUST be made publicly available.”

And, insert:-

“(3) For both government and commercial CAs, the CA SHOULD make its audit report publicly available no later than three months after the end of the audit period. In the event of a delay greater than three months, and if so requested by a browser supplier, the CA MUST provide an explanatory letter signed by its auditor.”

10. 64-character "O" field

Effective 8 Sep 2010, delete Section 8.1.1 and replace it with the following text:

(1) Organization name

Certificate field: subject:organizationName (OID 2.5.4.10)

Required/Optional: Required

Contents: This field MUST contain the Subject’s full legal organization name as listed in the official records of the Incorporating or Registration Agency in the Subject’s Jurisdiction of Incorporation or Registration or as otherwise verified by the CA as provided herein. A CA MAY abbreviate the organization prefixes or suffixes in the organization name, e.g., if the official record shows “Company Name Incorporated” the CA MAY include “Company Name, Inc.”

When abbreviating a Subject’s full legal name as allowed by this subsection, the CA MUST use abbreviations that are not misleading in the Jurisdiction of Incorporation or Registration.

In addition, an assumed name or DBA name used by the Subject MAY be included at the beginning of this field, provided that it is followed by the full legal organization name in parenthesis.

If the combination of names or the organization name by itself exceeds 64 characters, the CA MAY abbreviate parts of the organization name, and/or omit non-material words in the organization name in such a way that the text in this field does not exceed the 64-character limit; provided that the CA checks this field in accordance with section 10.11.1 and a Relying Party will not be misled into thinking that they are dealing with a different organization. In cases where this is not possible, the CA MUST NOT issue the EV Certificate.

11. Notaries

Effective 8 Sep 2010

A. In Section 3 (Definitions), DELETE:

Legal Practitioner: A person who is either a lawyer or notary as described in these Guidelines and competent to render an opinion on factual claims of the Applicant.

And in Section 3 (Definitions) INSERT:

Latin Notary: A person with legal training whose commission under applicable law not only includes authority to authenticate the execution of a signature on a document but also responsibility for the correctness and content of the document. A Latin Notary is sometimes referred to as a Civil Law Notary.

Legal Practitioner: A person who is either a lawyer or a Latin Notary as described in these Guidelines and competent to render an opinion on factual claims of the Applicant.

Notary: A person whose commission under applicable law includes authority to authenticate the execution of a signature on a document.

B. In 10.10.1(1)(A) DELETE:

(ii) A notary that is a member of the International Union of Latin Notaries, and is licensed to practice in the country of the Applicant's Jurisdiction of Incorporation or Registration or any jurisdiction where the Applicant maintains an office or physical facility (and that such jurisdiction recognizes the role of the Latin Notary);

And in 10.10.1(1)(A) INSERT:

(ii) A Latin Notary commissioned in the Applicant's Jurisdiction of Incorporation or Registration or any jurisdiction where the Applicant maintains an office or physical facility (and that such jurisdiction recognizes the role of the Latin Notary);

12. Contract Signer Self-Asserted Authority

Effective 13 Oct 2010.

A. In Section 10.7.1 (2), delete:

"The CA MUST verify, through a source other than the Contract Signer him- or herself, that the Contract Signer is expressly authorized ..."

Insert:

"The CA MUST verify that the Contract Signer is authorized ..."

B. In Section 10.7.3, insert: the following language to create subsection (8):

"(8) Contract Signer's Representation/Warranty: provided that the CA verifies that the Contract Signer is an employee or agent of the Applicant, the CA MAY rely on the signing authority of the Contract Signer by obtaining a duly executed representation or warranty from the Contract Signer that includes the following acknowledgments:

- (A) That the Applicant authorizes the Contract Signer to sign the Subscriber Agreement on the Applicant's behalf,
- (B) That the Subscriber Agreement is a legally valid and enforceable agreement,
- (C) That, upon execution of the Subscriber Agreement, the Applicant will be bound by all of its terms and conditions,
- (D) That serious consequences attach to the misuse of an EV certificate, and
- (E) The contract signer has the authority to obtain the digital equivalent of a corporate seal, stamp or officer's signature to establish the authenticity of the company's website.

Note: An example of an acceptable representation/warranty appears in appendix K.“

C. Insert: the following after Appendix J as Appendix K:

Appendix K - Sample Contract Signer's Representation/Warranty

A CA may rely on the Contract Signer's authority to enter into the Subscriber Agreement using a representation/warranty executed by the Contract Signer. An example of an acceptable warranty is as follows:

[CA] and Applicant are entering into a legally valid and enforceable Subscriber Agreement that creates extensive obligations on Applicant. An EV Certificate serves as a form of digital identity for Applicant. The loss or misuse of this identity can result in great harm to the Applicant. By signing this Subscriber Agreement, the contract signer acknowledges that they have the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the company's website, and that [Applicant name] is responsible for all uses of its EV Certificate. By signing this Agreement on behalf of [Applicant name], the contract signer represents that the contract signer (i) is acting as an authorized representative of [Applicant name], (ii) is expressly authorized by [Applicant name] to sign Subscriber Agreements and approve EV Certificate requests on Applicant's behalf, and (iii) has confirmed Applicant's exclusive right to use the domain(s) to be included in EV Certificates.