

GENERAL TERMS OF SUBSCRIBER AGREEMENT

 Effective date: 14th of Desember 2022

1. Version information

Date	Version	Changes
14 th of December 2022	1.0	First publication

2. Definitions

Advania	Advania Ísland ehf., national identifier 590269-7199, Guðrúnartún 10, 105 Reykjavik, Iceland.
Subscriber	Adult natural person with active legal capacity or legal entity specified in the Subscriber Agreement.
Parties	Advania and Subscriber
Agreement	Agreement comprised of Subscriber Agreement, General Terms of Subscriber Agreement, Terms and Conditions of use of Time-Stamping Service, Price List and amendments thereto.
Subscriber Agreement	Framework agreement entered into between Advania and Subscriber in relation to the Subscriber relationship that defines the Subscriber's data, services used and special provisions. The Subscriber Agreement is part of the Agreement.
General Terms of Subscriber Agreement	Present document which stipulates the assumptions and legal basis for the contractual relationship between Parties and defines the principles and general terms of use of services provided by Advania. The General Terms of Subscriber Agreement is part of the Agreement.
Price List	Part of the Agreement that defines the prices of Services and terms for implementation.
Certificate	Digital data enabling to create electronic signatures, electronic identity verification, device identification, secure data transmission, code signing and/or data encryption and where the public key is linked to the natural or legal person who owns the certificate.
Service	Time-Stamping Service that Advania provides to Subscribers
Evidential value of validity confirmation	A set of data linking the signed document to the time that the certificate used to create the electronic signature was valid.



User	End-user of the Services via the Subscriber's information system or application.
Charges	Monthly charges for use of the Services.
Advania website	www.advania.is
Business Day	Means 9:00 a.m. - 6:00 p.m. GMT, Monday to Friday, except Icelandic public holidays.

3. General

- 3.1. Advania and Subscriber enter into an Agreement for the use of Services.
- 3.2. After the Agreement is concluded, Advania will grant the Subscriber access to Services within 5 (five) Business Days.
- 3.3. Advania will provide Services and the Subscriber undertakes to use Services in accordance with the terms defined in the Agreement.
- 3.4. The Subscriber undertakes to review and comply with the terms of use, principles and technical specifications of the Services as published on Advania's website.
- 3.5. In case of discrepancies between the General Terms of Subscriber Agreement and the Subscriber Agreement, the Subscriber Agreement will prevail.
- 3.6. In other respects than stated in this agreement, including but not limited to guarantees, payment terms, defaults and cancellations on the basis thereof, the general business terms of Advania, which can be found at the website <https://www.advania.is/um-advania/fyrirtaekid/skilmalar-og-stefnur/>, and they become part of the agreement between the parties upon signing this document.

4. Principles for Use of Time-Stamping Service

- 4.1. Time-Stamping Service is a service issuing time stamps. Time stamps confirm that certain data exist at a certain time.
- 4.2. Use of the Time-Stamping Service is according to protocol described in IETF RFC 3161 or newer.
- 4.3. The service is based on Advania's Time-Stamping Authority Practice Statement and usage is subject to Advania's Terms and Conditions for Use of Time-Stamping Service. These documents are available at <https://cdn.signet.is/repository>
- 4.4. Technical parameters of the Time-Stamping Service and the service certificate of the Time-Stamping Service are published on Advania's website.

5. Obligations Related to Use of Services

- 5.1. The Subscriber undertakes to review and comply with terms of use of the Services. Terms and Conditions for Use of Time-Stamping Service are available at <https://cdn.signet.is/repository>
- 5.2. The Subscriber undertakes in using Services to apply measures to ensure conformity of requests sent to the Service with protocols supported by the Service and correct interpretation of responses to requests (incl. verification of service certificate authenticity).
- 5.3. The Subscriber undertakes to apply measures to avoid access to the Services by third parties.
- 5.4. By using the Service, the Subscriber guarantees that personal data of Users are protected pursuant to law.
- 5.5. The Subscriber does not have the right to assign the Agreement or rights and obligations arising thereof to third parties without the written consent of Advania. Any assignment of rights acquired and obligations assumed under the Agreement to third parties on the part of the Subscriber without Advania's consent will be void.
- 5.6. The Subscriber does not have the right to resell the Services to third parties without written consent of Advania.
- 5.7. Advania is entitled to monitor the fulfilment of Subscriber's obligations as stipulated in section 5.

6. Scheduled and Unscheduled Outages

- 6.1. Advania will notify the Subscriber of scheduled Service outages using the method specified in section 10.4 of the Agreement, including reasons and estimated Service restoration time at least 7 (seven) calendar days before such outage.
- 6.2. Advania will ensure that scheduled Service outages per Service:
 - 6.2.1 Do not exceed 2 (two) times per calendar month.
 - 6.2.2 Do not exceed 12 (twelve) times per year.
 - 6.2.3 Occur between the hours of 11:00 p.m. to 7:00 a.m., except on Fridays
 - 6.2.4 Are limited to 3 (three) hours at a time and no more than 6 (six) hours per month.
- 6.3. Advania will notify Subscribers of unscheduled outages at the earliest opportunity using the method specified in section 10.4.
- 6.4. Advania aims not to exceed the duration of its unscheduled outages as:
 - 6.4.1. 45 (forty-five) minutes at a time on Business Days and 90 (ninety) minutes total per month.
 - 6.4.2. 3 (three) hours at a time outside of Business Day and 6 (six) hours total per month.
- 6.5. Service malfunction is a situation where the number of failed requests during a period described in sections 6.4.1 and 6.4.2 is below 15% of total requests per Service. Service malfunction is not deemed an unscheduled Service outage.

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7. Service Suspension

- 7.1. Advania is entitled to suspend Services to the Subscriber in the following cases:
 - 7.1.1. Subscriber breaches the terms of the Agreement.
 - 7.1.2. Subscriber is more than 1 (one) month late with invoice payment.
- 7.2. Advania will notify the Subscriber of any need to suspend the Service within a reasonable period of time. Services are suspended after the Subscriber fails to rectify the situation giving rise to Service suspension within a reasonable period of time set by Advania.
- 7.3. Advania is entitled to suspend Services without prior written notice in cases in which a Subscriber's actions may pose a risk to the functioning of the Services and their availability to other Subscribers (e.g. DDOS attack). Advania will notify the Subscriber about the suspension as soon as reasonably possible.
- 7.4. The Subscriber undertakes to notify Advania of having rectified the situation giving rise to Service suspension.
- 7.5. Advania will terminate the suspension of Services if the Subscriber adequately rectifies the situation giving rise to Service suspension.

8. Service Price and Billing

- 8.1. Advania is entitled to payment from the Subscriber in exchange for performing Services according to the agreement between parties. Subscribers may only change their pricing plan at the conclusion of a calendar month.
- 8.2. Pricing plans for Service vary according to the "request prices" as per the Price List and a minimum number of requests. Charges are calculated based on requests made by the Subscriber. If the number of requests by the Subscriber is below the minimum specified in the pricing plan, the Charges will be calculated based on the minimum number of requests fixed in the pricing plan.
- 8.3. Pricing for Services does not include audit trail extracts on validity confirmations, log extracts on time stamps transactions data from Advania's log system and/or other related services. Extracts from audit trails constitute a separate service and Advania may charge an extra fee.

9. Confidentiality and Use of Data

- 9.1. Parties undertake to maintain confidentiality of the information of the other Party and its customers, business partners, employees, financial condition and transactions that are disclosed due to conclusion, performance, amendment or termination of the Agreement and undertake not to disclose such information to third parties without the other Party's consent for an unlimited term even after the expiry of the Agreement.
- 9.2. Parties are entitled to refer to the existence of the Agreement, if explicitly set forth in the Subscriber Agreement, but not to any details as to the substance or technical data of the



Agreement. This confidentiality requirement will not extend to disclosures to Parties' auditors, organisations exercising supervision under law and legal advisers.

- 9.3. Advania is entitled to use Subscriber data on Service applications as examples of applications to present its Services and technology unless otherwise provided in the Subscriber Agreement.
- 9.4. Advania guarantees that data transmitted by the Subscriber to Services is only used to provide Services and is not accessible to third parties.
- 9.5. Advania is not entitled to monitor or analyse User's data on an individual level for Advania's business interest.
- 9.6. Advania guarantees personal data protection according to law and Principles of Processing Personal Data that are available on [Advania's website](#).

10. Notification Obligation and Document Format

- 10.1. The Subscriber undertakes to notify Advania of any changes in Subscriber Agreement data and promptly send the new data to Advania on the email address specified in the Subscriber Agreement. Change of data is deemed to be any change of Subscriber's data, including authorised person, contact person, computer network address and data forming the basis for the selected pricing plan (estimated request volume) with at least two (2) weeks notice.
- 10.2. Unless otherwise communicated by the other Party, either Party will be entitled to assume that contact details are unchanged and also that authorisation of contact persons is unchanged and not revoked.
- 10.3. Advania will notify the Subscriber via the contact details specified in the Subscriber Agreement of any substantive changes to the Agreement according to the provisions of section 13.1 and/or 13.2 of the Agreement.
- 10.4. Notifications related to the Agreement aimed to disclose information between Parties will be sent via email.

11. Parties' Liability

- 11.1. Parties are held liable for direct material damages caused to the other Party or a third party by non-performance or undue performance of obligations undertaken with the Agreement pursuant to this Agreement and legislation.
- 11.2. Advania is liable for the correctness of information issued by the Time-Service.
- 11.3. Advania is not liable for the substance of the transaction based on time stamps.
- 11.4. Advania is not liable for any breach of obligation set forth in section 5.4 by the Subscriber.
- 11.5. The aggregate liability for contractual penalties claimed from Advania in any calendar month will not exceed the monthly Service charge.

12. Force Majeure

- 12.1. Force majeure releases Parties from liability if performance of obligations arising from the Agreement is hindered. Force majeure consists of circumstances independent of Parties' intent that are unforeseeable, beyond Parties' intent and prevent them from performing obligations arising from the Agreement.
- 12.2. A Party must notify the other Party of force majeure at the first opportunity via the contact details specified in the Subscriber Agreement.
- 12.3. Force majeure will not release Parties from their obligation to undertake all possible measures to prevent or mitigate damages arising from failure to perform or undue performance of the Agreement.
- 12.4. In the event that force majeure applies for a duration in excess of 30 (thirty) days, a Party will be entitled to unilaterally terminate the Agreement while providing written notice to the other Party.

13. Amendment to Agreement

- 13.1. Advania is entitled to make unilateral substantive amendments to the Agreement at 3 (three) months' notice to the Subscriber, but not more than twice per year. The Subscriber will be notified in accordance with section 10.4 of the General Terms of Subscriber Agreement.
- 13.2. Advania is entitled to make unilateral amendments in the process of providing Service, in Service documentation and in Service parameters referred to in the Agreement, by



giving notice to the Subscriber via the Advania website. If the amendments require changes in the Subscriber's application, the Subscriber will be notified in accordance with section 10.4 of the General Terms of Subscriber Agreement.

- 13.3. If the Subscriber does not agree to the amendment of the part of the Agreement provided in section 13.1 and/or 13.2 of the General Terms of Subscriber Agreement, the Subscriber will be entitled to cancel the Agreement.
- 13.4. The newest version of the General Terms of Subscriber Agreement shall always apply.

14. Agreement Term and Termination

- 14.1. The Agreement is concluded for an unlimited term unless Parties define otherwise in the Subscriber Agreement.
- 14.2. The Agreement will enter into force after confirmation of the Subscriber's purchase order by Advania unless otherwise agreed by Parties.
- 14.3. If the Subscriber is a natural person, the Agreement will terminate upon their death. If the Subscriber is a legal entity, the Agreement will terminate upon their dissolution or bankruptcy. The Agreement will also terminate upon the dissolution of Advania, upon agreement by Parties or unilateral cancellation on grounds set forth in the Agreement.
- 14.4. The Subscriber and Advania is entitled to unilaterally cancel the Agreement at 3 (three) months' notice unless otherwise agreed by Parties.
- 14.5. Advania is entitled to unilaterally cancel the Agreement in the following cases:
 - 14.5.1. Services are discontinued, at minimum of 3 (three) months' notice to the Subscriber of Agreement cancellation.
 - 14.5.2. The Subscriber uses Services for purposes other than those specified in the Agreement, for illegal activity or in a manner that may cause substantial damage to Advania or third parties without providing any notice.
 - 14.5.3. The Subscriber has failed to rectify the situation giving rise to Service suspension within 1 (one) month of Service suspension.
- 14.6. If a Party to the Agreement materially breaches any material provision of the Agreement, the other Party will be entitled to suspend performance of the Agreement and cancel the Agreement if the other Party has not rectified the breach within 5 (five) Business Days of receiving such notice.
- 14.7. Agreement termination will not release the Subscriber from its obligation to pay invoices for Services until the expiry date specified in the Agreement.
- 14.8. Expiry/cancellation of the Agreement will not have any impact on the enforcement or settlement of obligations arising prior to the expiry of the Agreement.
- 14.9. Agreement termination will not release Advania from its obligation to provide audit trails for evidential value of validity confirmation for confirmations made during period when the Agreement was in force.

15. Dispute Resolution

- 15.1. The Agreement shall be governed by Icelandic law.
- 15.2. Any disputes arising from the Agreement shall be resolved via negotiation. If an agreement is not reached, the dispute shall be resolved at Héraðsdómur Reykjavíkur.

16. Advania's Contact Details

- 16.1. Support: signet-help@signet.is
- 16.2. Sales: signet@signet.is