

ADVANIA ICELAND

TERMS AND CONDITIONS FOR USE OF TIME- STAMPING SERVICE

Valid from 14.12.2022

1. DEFINITIONS AND ACRONYMS

CA	Certificate Authority
Coordinated Universal Time (UTC)	The time scale based on the second as defined in ITU-R Recommendation TF.460-6 (02/02)
Disclosure Statement	A set of statements about the policies and practices of a TSA that particularly require emphasis or disclosure to Subscribers and Relying Parties, for example to meet regulatory requirements
eIDAS regulation	Regulation (EU) No 910/2014 of European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC
GPS	Global positioning system
Network Time Protocol (NTP)	Protocol to synchronize system clocks among a set of distributed time servers and clients as defined in RFC 5905
Qualified Trust Service	A trust service provider who provides one or more qualified trust services and is granted the qualified status by the supervisory body.
Relying Party	The recipient of a Time-Stamp Token who relies on that Time-Stamp Token
Subscriber	The entity which requires the services provided by Time-Stamp Authority and has entered into the Advania Subscriber agreement
Subscriber Agreement	Agreement between Advania and Subscriber for use of time-stamping service provided by Advania
Terms and Conditions	Present document, that describes the rights, obligations and responsibilities for the Subscriber and Relying Party while using and/or relying on the time-stamping service
Time-Stamp Authority (TSA)	The authority which issues Time-Stamp Token
Time-Stamping Unit (TSU)	A set of hardware and software which is managed as a unit and has a single Time-Stamp Token signing key active at a time (cluster of server nodes and hardware security modules (HSM) using common signing key
Time-Stamp Token (TST)	The data object that binds a representation of a datum to a particular time, thus establishing evidence that the datum existed before that time
Trust Service	Described in eIDAS regulation as an electronic service which is normally provided in return for remuneration and which consists of:

	<ul style="list-style-type: none"> - the creation, verification, and validation of electronic signatures, electronic seals or electronic time-stamps, electronically registered delivery services and certificates related to these services or - the creation, verification and validation of certificates for website authentication or <p>the preservation of Electronic Signatures, seals or certificates related to these services</p>
Trust Service Provider	An entity that provides one or more electronic Trust Services

2. GENERAL TERMS

- 2.1. Signet time-stamping service conforms to eIDAS regulation and ETSI EN 319 421 Electronic Signatures and Infrastructures (ESI); Policy and Security Requirements for Trust Service Providers issuing Time-Stamps and other related standards.
- 2.2. Present Terms and Conditions describe main policies and practices followed by TSA and provided in Signet TSA PS (e.g. Disclosure Statement).
- 2.3. Present Terms and Conditions provide the conditions of use of time-stamping service and are binding for the Subscriber, while using time-stamping service and for the Relying Party, while relying on issued time-stamps.
- 2.4. Subscriber and Advania conclude Subscriber Agreement, which includes present Terms and Conditions and where all specific service conditions are detailed. In the case of conflict between Subscriber Agreement and Terms and Conditions, the provision of Subscriber Agreement shall prevail.
- 2.5. Advania has the right to amend Terms and Conditions at any time should Advania have a justified need for such amendments. The amended Terms and Conditions along with the enforcement date, is published 30 days before enforcement electronically on the website of Signet at <https://info.signet.is/repository/>

3. TIME-STAMP TYPES AND USAGE

- 3.1. Signet TSU issues qualified electronic time-stamp as per eIDAS regulation, Signet TSU does not issue non-qualified electronic time-stamps.
- 3.2. Signet issues the TSTs in accordance with ETSI EN 319 421 best practice for time-stamping policy. The object-identifier (OID) of time-stamping policy is 0.4.0.2023.1.1: itu-t(0) identified-organization(4) etsi(0) time-stamp-policy(2023) policy-identifiers(1) baseline-ts-policy (1).
- 3.3. Advania offers time-stamping services using RFC 3161 Time-Stamp Protocol over HTTP transport. Service URL and availability level is specified in Subscriber Agreement. Each TST contains Time-Stamping Policy identifier, unique serial number and TSU certificate containing Advania TSA identification information.
- 3.4. Signet TSU accepts SHA256, SHA512 hash algorithms in time-stamp requests and uses SHA512 cryptographic hash function for TST signatures.
- 3.5. Signet TSU keys are 2048-bit RSA keys. The key is used only for signing TSTs.
- 3.6. Advania logs all issued TSTs. TSTs will be logged and kept for one (1) year. Advania can prove the existence of a particular TST on the request of Relying Party. Advania might ask the Relying Party to cover the costs of such service.

4. RELIANCE LIMITS

- 4.1. Signet TSA ensures that its clock is synchronised with UTC within the declared accuracy of 1 second using the NTP.
- 4.2. Signet TSA monitors its clock synchronisation and ensures that, if the time that would be indicated in a TST drifts or jumps out of synchronisation with UTC, this will be detected. In the case of a TST drift or jump out of synchronisation with UTC, Advania TSA stops issuing time-stamps until the issue is corrected. Information about loss of clock synchronisation will be made available in public media.
- 4.3. Several NTP servers with both GPS time source and other methods are used for NTP reference. Monitoring of clock synchronisation is done by comparing the time sources to the TSU.
- 4.4. All issued TSTs logs are retained for 1 year. Audit logs for other events are retained for no less than 1 year.

5. OBLIGATIONS OF SUBSCRIBERS

- 5.1. Subscriber is obligated to use time-stamping service in compliance with the Terms and Conditions and applicable agreements set out in art 8.
- 5.2. Subscriber is obligated to verify the signature of TSTs and ensure that the private key used to sign the TST has not been revoked.
- 5.3. Subscriber is obligated to use secure cryptographic functions for time-stamping requests.
- 5.4. Subscriber is obligated to inform its end-users (e.g. Relying Parties) about correct use of time-stamps and the conditions of the Signet TSA PS.
- 5.5. The subscriber is responsible to provide correct information about IP addresses who should have access to the TSA.

6. OBLIGATIONS OF RELYING PARTY AND TSU PUBLIC KEY CERTIFICATE STATUS CHECKING

- 6.1. Relying Party is obligated to study the risks and liabilities related to the acceptance of TSTs. The risks and liabilities have been set out in Signet TSA PS and present Terms and Conditions.
- 6.2. Relying Party is obligated to check the validity of the TSU public key certificate status by CRL or OCSP service references located in the certificate.
- 6.3. TSU public keys are made available to Relying Parties in a public key certificate.
- 6.4. Relying Party is obligated to verify the signature of TSTs and ensure that the private key used to sign the TST has not been compromised until the time of verification by CRL or OCSP service references located in the certificate. Relying Party is obligated to take measures in order to ensure the validity of the TSTs beyond the life-time of the Signet TSA certificates.

7. LIMITED WARRANTY AND DISCLAIMER

- 7.1. Advania is liable for the performance of all its obligations specified in Signet TSA PS to the extent prescribed by the legislation of the Republic of Iceland and European Union;
- 7.2. Advania has compulsory insurance contracts. Advania covers the Trust Service to ensure compensation for damage, which is caused as a result of violation of the obligations of Advania.
- 7.3. Advania informs all subscribers before Advania terminates service of time-stamping and maintains the documentation related to the terminated services and information needed according process set out in Advania TSA PS.

7.4. Advania is not liable for:

- 7.4.1. The mistakes in the verification of the validity of time stamps or for the wrong conclusions conditioned by omissions or for the consequences of such wrong conclusions.
- 7.4.2. The non-performance of its obligations if such non-performance is due to faults or security problems of the supervisory body, the data protection supervision authority, trusted list or any other public authority.
- 7.4.3. Non-fulfilment if such non-fulfilment is occasioned by Force Majeure.
- 7.4.4. In addition to these terms, Advania's liability for any mistakes, errors, omissions, interruptions, delays, damages or defects in any service, software or hardware that occurs in connection with the parties' agreement shall be limited to the equivalent of the fee that the customer has verifiably paid to Advania for the service to which the damage is related in the last three months before the incident that caused the damage in question occurred.

8. APPLICABLE AGREEMENTS AND PRACTICE STATEMENTS

8.1. Relevant agreements, policies and practice statements related to present Terms and Conditions are:

- 8.1.1. Advania Iceland (ADIS) Time-Stamping Authority Practice Statement (ADIS TSA PS), published: <https://info.signet.is/repository/>
- 8.1.2. General Terms and Conditions: <https://info.signet.is/repository/>
- 8.1.3. Subscriber Agreement, published: <https://info.signet.is/repository/>
- 8.1.4. Principles of Client Data Protection https://cdn.signet.is/skjol/SIGNET_terms_of_use.pdf

9. PRIVACY POLICY AND CONFIDENTIALITY

- 9.1. Advania follows Principles of Client Data Protection in the Advania repository https://info.signet.is/skjol/SIGNET_terms_of_use.pdf when handling personal information, and logging information.
- 9.2. All information that has become known while providing services and that is not intended for publication (e.g. information that had been known to Advania because of operating and providing time-stamping service) is confidential. Subscriber has a right to get information from Advania about him/herself according to legal acts.
- 9.3. Advania secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties by implementing different security controls.
- 9.4. Disclosure or forwarding of confidential information to a third party is permitted only with the written consent of the legal possessor of the information on the basis of a court order or in other cases provided by law.
- 9.5. Additionally, non-personalised statistical data about Advania's services is also considered public information. Advania may publish non-personalised statistical data about its services.

10. REFUND POLICY

- 10.1. Advania handles refund requests case-by-case.

11. APPLICABLE LAW, COMPLAINTS AND DISPUTE RESOLUTION

- 11.1. The time-stamping service is governed by the jurisdictions of Iceland and European Union as the location where Advania Iceland is registered.

- 11.2. All disputes between the parties will be settled by negotiations. If the parties fail to reach and amicable agreement, the dispute will be resolved at the district court of Reykjavík in Iceland.
- 11.3. The other parties will be informed of any claim or complaint not later than 30 calendar days after the detection of the basis of the claim, unless otherwise provided by law.
- 11.4. The Subscriber or other party can submit their claim or complaint on the following email: signet-help@advania.is.
- 11.5. All dispute requests should be directed to Contact info given in these Terms and Conditions.

12. TSA AND REPOSITORY LICENSES, TRUST MARKS, AND AUDIT

- 12.1. Time-stamping service has qualified status in the Icelandic Trusted List <https://www.neytendastofa.is/library/Files/TSL/tsl.xml>. Prerequisite requirement of this registration is compliance with applicable regulations and standards.
- 12.2. Conformity assessment body is accredited in accordance with Regulation EC no 765/2008 as competent to carry out conformity assessment of qualified Trust Service Provider and qualified Trust Services it provides.
- 12.3. Audit conclusions, which are based on audit results of the conformity assessment conducted pursuant to the eIDAS regulation, corresponding legislation and standards, are published on Advania's website <https://info.signet.is/repository/>

13. CONTACT INFORMATION

Advania Iceland ehf
National Identifier 590269-7199
Guðrúnartún 10, 105
Reykjavík
Phone: +354 440-9000 (Mon – Fri 8 – 16 GMT)
E-mail: advania@advania.is
Homepage: <http://www.advania.is>