

**Advania Ísland ehf.**, registration no. 590269-7199, Guðrúnartúni 10, 105 Reykjavík (hereinafter „Advania“) and **[name of subscriber]**, **[registration no.]**, **[address]**, (hereinafter „the Subscriber“) together „the Parties“ conclude the following

## SIGNET TSA SUBSCRIBER AGREEMENT

Version valid from 06.12.2024

### 1. DEFINITIONS

<b>Advania</b>	Advania Ísland ehf., national identifier 590269-7199, Guðrúnartún 10, 105 Reykjavík, Iceland.
<b>Advania’s General Terms and Conditions</b>	Document that describes the rights, obligations and responsibilities between Advania and its customers.
<b>Agreement</b>	Agreement comprised of Subscriber Agreement, Signet TSA Terms and Conditions, Advania’s General Terms and Conditions, Price List and amendments thereto.
<b>Business Day</b>	09:00 - 17:00 GMT, Monday to Friday, except for Icelandic public holidays.
<b>Certificate</b>	Digital data enabling the creation of electronic signatures, electronic identity verification, device identification, secure data transmission, code signing and/or data encryption where the public key is linked to the natural or legal person who owns the certificate.
<b>Parties</b>	Advania and Subscriber.
<b>Price List</b>	Part of the Agreement that defines the prices of Services as published on <a href="https://info.signet.is/en/repository/tsa/">https://info.signet.is/en/repository/tsa/</a> .
<b>Time-Stamping Service / Service(s)</b>	A service provided to Subscribers, via a monthly subscription, enabling them to send requests to establish a digital record of the date and time when an event occurred (Time-Stamp).
<b>Signet</b>	A brand name of Advania for a suite of various solutions emphasizing digital security and public key infrastructure, e.g. digital signatures, secure transfer of data and authentication.
<b>Signet TSA</b>	Advania’s Time-Stamping Service.
<b>Signet TSA Practice Statement</b>	A set of statements about the policies and practices of the Signet TSA that particularly require emphasis or disclosure to Subscribers and relying parties, for example to meet regulatory requirements.
<b>Signet TSA Terms and Conditions</b>	Signet TSA Terms and Conditions for use of Time-Stamping Service that describe the rights, obligations and responsibilities for the Subscriber and relying parties while using and/or relying on the Time-Stamping Service.
<b>Subscriber</b>	Adult natural person with active legal capacity or legal entity specified in the Subscriber Agreement.

<b>Subscriber Agreement</b>	The present document which stipulates the assumptions and legal basis for the contractual relationship between Advania and Subscriber in relation to the Subscriber relationship that defines the principles and general terms of use of services provided by Advania and any special provisions.
<b>User</b>	End-user of the Services via the Subscriber's information system or application.

## 2. GENERAL

- 2.1. Advania and Subscriber enter into an Agreement for the use of Services.
- 2.2. After the Agreement is concluded, Advania will grant the Subscriber access to Services within 5 (five) Business Days.
- 2.3. Advania will provide Services, and the Subscriber undertakes to use Services in accordance with the terms defined in the Agreement.
- 2.4. The Subscriber undertakes to review and comply with the terms of use, principles and technical specifications of the Services as published on <https://info.signet.is/en/repository/tsa/>.
- 2.5. Signet TSA Terms and Conditions and Advania's General Terms and Conditions form an integral part of the Agreement between the parties once the Subscriber Agreement is signed and apply in other respects not explicitly addressed in the Agreement.
- 2.6. In case of discrepancies between the Subscriber Agreement and the Signet TSA Terms and Conditions, the Signet TSA Terms and Conditions shall prevail. In case of discrepancies between the Subscriber Agreement and Advania's General Terms and Conditions the Subscriber Agreement shall prevail.

## 3. PRINCIPLES FOR USE OF SERVICES

- 3.1. Time-Stamping Service is a service that issues Time-Stamps. Time-Stamps confirm that certain data existed at a certain time.
- 3.2. Use of the Time-Stamping Service is in accordance with the protocol described in IETF RFC 3161 or later versions.
- 3.3. The Service is based on the Signet TSA Practice Statement, and usage is subject to the Signet TSA Terms and Conditions. These documents are available at <https://info.signet.is/en/repository/tsa/>.
- 3.4. Technical parameters of the Time-Stamping Service and the service certificate of the Time-Stamping Service are published on <https://info.signet.is/en/repository/tsa/>.

## 4. OBLIGATIONS RELATED TO USE OF SERVICES

- 4.1. The Subscriber undertakes to review and comply with the terms of use of the Services. Signet TSA Terms and Conditions can be found at <https://info.signet.is/en/repository/tsa/>.
- 4.2. When using the Service, the Subscriber undertakes to apply measures to ensure that requests sent to the Service conform to the protocols supported by the Service and to correctly interpret responses to requests (including verification of service certificate authenticity).

- 4.3. The Subscriber is responsible for all actions of their own systems and how they use Advania's Time-Stamping Service. Advania does not have access to the Subscriber's systems and cannot revoke the Subscriber's actions, whether they are carried out with or without the Subscriber's permission.
- 4.4. The Subscriber is solely responsible for any damages that may incur due to suspension of the Services resulting from misuse or unpaid fees. This responsibility includes damages for which Advania would otherwise have been held liable.
- 4.5. The Subscriber undertakes to apply measures to prevent access to the Services by unauthorized third parties.
- 4.6. By using the Service, the Subscriber guarantees that Users' personal data are protected pursuant to law.
- 4.7. The Subscriber does not have the right to assign the Agreement or any rights and obligations arising therefrom 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.
- 4.8. The Subscriber does not have the right to resell the Services to third parties without the written consent of Advania.
- 4.9. Advania is entitled to monitor the fulfilment of the Subscriber's obligations as stipulated in section 4.

## 5. SCHEDULED AND UNSCHEDULED OUTAGES

- 5.1. Advania will notify the Subscriber of scheduled Service outages using the method specified in section 9.5, including reasons and estimated Service restoration time at least 7 (seven) calendar days before such outage.
- 5.2. Advania will ensure that scheduled Service outages per Service:
  - 5.2.1. Do not exceed 2 (two) times per calendar month.
  - 5.2.2. Do not exceed 12 (twelve) times per year.
  - 5.2.3. Occur between the hours of 11:00 p.m. to 7:00 a.m. GMT, except on Fridays
  - 5.2.4. Are limited to 3 (three) hours at a time and no more than 6 (six) hours per month.
- 5.3. Advania will notify Subscribers of unscheduled outages at the earliest opportunity using the method specified in section 9.5.
- 5.4. Advania aims not to exceed the duration of its unscheduled outages as:
  - 5.4.1. Forty-five (45) minutes at a time and ninety (90) minutes total per month on Business Days.
  - 5.4.2. Three (3) hours at a time and six (6) hours total per month outside of Business Days.
- 5.5. A Service malfunction is defined as a situation where the number of failed requests during the periods specified in sections 5.4.1 and 5.4.2 is below 15% of the total requests per Service. Such a Service malfunction is not considered an unscheduled Service outage.

## 6. SERVICE SUSPENSION

- 6.1. Advania is entitled to suspend Services to the Subscriber in the following cases:
  - 6.1.1. Subscriber breaches the terms of the Agreement.
  - 6.1.2. Subscriber is more than 1 (one) month late with invoice payment.
- 6.2. 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.
- 6.3. Advania is entitled to suspend Services without prior written notice in cases where 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.
- 6.4. The Subscriber undertakes to notify Advania of having rectified the situation giving rise to Service suspension.
- 6.5. Advania will terminate the suspension of Services if the Subscriber adequately rectifies the situation giving rise to Service suspension.

## 7. SERVICE PRICE AND BILLING

- 7.1. Advania is entitled to monthly payments from the Subscriber in exchange for providing Service according to the Agreement between the parties ("Service Price"). The Service Price is invoiced at the end of each month.
- 7.2. The Price List specifies several pricing plans for the Service. The pricing plans vary in the "per request price" and the "minimum number of requests". The Service Price due each month is calculated based on the number of requests made by the Subscriber and the "per request price". If the number of requests made by the Subscriber falls below the "minimum number of requests" stated in the Subscriber's pricing plan, the amount due will be calculated based on the "minimum number of requests" instead.
- 7.3. Upon signing this agreement, the Subscriber shall notify Advania of the pricing plan the Subscriber wishes to start with. The Subscriber may change their pricing plan later and such changes will enter into force the following calendar month after the change request is received by Advania. The change request shall be sent via email to [signet-help@advania.is](mailto:signet-help@advania.is).
- 7.4. The Service Price does not include audit trail extracts on validity confirmations, log extracts on Time-Stamp transaction data from the Signet TSA log system and/or other related services. Extracts from audit trails constitute a separate service, and Advania may charge an extra fee.

## 8. CONFIDENTIALITY AND USE OF DATA

- 8.1. Parties undertake to maintain the confidentiality of the information of the other Party and its customers, business partners, employees, financial condition and transactions that are disclosed due to the 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.

- 8.2. Parties are entitled to refer to the existence of the Agreement, if explicitly set forth in the Subscriber Agreement, but not to any details regarding the substance or technical data of the Agreement. This confidentiality requirement does not extend to disclosures to the Parties' auditors, organisations exercising supervision under law and legal advisers.
- 8.3. Unless otherwise provided in the Subscriber Agreement, Advania is entitled to use the Subscriber's application and use of the Service as an example of possible applications to present its Services and technology.
- 8.4. Advania guarantees that data transmitted by the Subscriber to Services is only used to provide Services and is not accessible to third parties.
- 8.5. Advania is not entitled to monitor or analyse User's data on an individual level for Advania's business interests.
- 8.6. Advania guarantees personal data protection according to the General Data Protection Regulation no. 2016/679 (GDPR).

## 9. NOTIFICATION OBLIGATION AND DOCUMENT FORMAT

- 9.1. The Subscriber undertakes to notify Advania of any changes in the Subscriber Agreement data and promptly send the new data to Advania at the email address specified in the Subscriber Agreement with at least two (2) weeks' notice. Change of data is deemed to be any change in the Subscriber's data, including authorised person, contact person, the computer network address and data forming the basis for the selected pricing plan (estimated request volume).
- 9.2. Unless otherwise communicated by the other Party, each Party is entitled to assume that contact details are unchanged and that the authorisation of contact persons is unchanged and not revoked.
- 9.3. The Subscriber is liable for any consequences related to the operability and usage of the email address they have provided to Advania (incl. those arising from transactions entered into via the email address). The Subscriber's liability extends to cases where a third party has used the Subscriber's email address.
- 9.4. 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 12.1 and/or 12.2 of the Agreement.
- 9.5. Notifications related to the Agreement aimed to disclose information between Parties will be sent via email.

## 10. PARTIES' LIABILITY

- 10.1. The Parties are held liable for direct material damages caused to the other Party or a third party by non-performance or improper performance of obligations undertaken under the Agreement, pursuant to this Agreement and applicable law.
- 10.2. Advania is liable for the correctness of information issued by the Time-Stamping Service.
- 10.3. Advania is not liable for the substance of the transaction based on Time-Stamps.
- 10.4. Advania is not liable for any breach of obligation set forth in section 4.4 by the Subscriber.
- 10.5. The aggregate liability for contractual penalties claimed from Advania in any calendar month will not exceed the monthly Service charge.

## 11. FORCE MAJEURE

- 11.1. Force majeure releases the Parties from liability if the performance of obligations arising from the Agreement is hindered. Force majeure consists of circumstances independent of the Parties' intent that are unforeseeable, beyond their control, and prevent them from performing obligations arising from the Agreement.
- 11.2. A Party must notify the other Party of force majeure at the first opportunity via the contact details specified in the Subscriber Agreement.
- 11.3. Force majeure does not release the Parties from their obligation to undertake all possible measures to prevent or mitigate damages arising from failure to perform or improper performance of the Agreement.
- 11.4. 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.

## 12. AMENDMENT TO AGREEMENT

- 12.1. 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 9.5.
- 12.2. 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 9.5.
- 12.3. If the Subscriber does not agree to the amendments provided in sections 12.1 and/or 12.2, the Subscriber is be entitled to cancel the Agreement.
- 12.4. The newest version of the Subscriber Agreement shall always apply.

## 13. AGREEMENT TERM AND TERMINATION

- 13.1. The Agreement is concluded for an unlimited term unless the Parties define otherwise in the Subscriber Agreement.
- 13.2. The Agreement enters into force when it has been signed by both parties.
- 13.3. 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, by mutual agreement of the Parties, or by unilateral cancellation on grounds set forth in the Agreement.
- 13.4. The Subscriber and Advania are entitled to unilaterally cancel the Agreement at three (3) months' notice unless otherwise agreed by the Parties.
- 13.5. Advania is entitled to unilaterally cancel the Agreement in the following cases:
  - 13.5.1. Services are discontinued with a minimum of three (3) months' notice to the Subscriber of Agreement cancellation.

- 13.5.2. Advania is entitled to unilaterally cancel the Agreement without prior notice if the Subscriber uses the 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.
- 13.5.3. The Subscriber has failed to rectify the situation giving rise to Service suspension within one (1) month of that Service suspension.
- 13.6. If a Party to the Agreement materially breaches any material provision of the Agreement, the other Party is entitled to suspend the performance of the Agreement and cancel the Agreement if the breaching Party has not rectified the breach within five (5) Business Days of receiving such notice.
- 13.7. Termination of the Agreement does not release the Subscriber from the obligation to pay invoices for Services rendered up to the expiry date specified in the Agreement.
- 13.8. The expiry or cancellation of the Agreement will not have any effect on the enforcement or settlement of obligations arising prior to the expiry of the Agreement.
- 13.9. Termination of the Agreement does not release Advania from its obligation to provide audit trails for the evidential value of validity confirmation for confirmations made during the period when the Agreement was in force.

## **14. DISPUTE RESOLUTION**

- 14.1. The Agreement shall be governed by and construed in accordance with the laws of Iceland.
- 14.2. All disputes shall be handled according to the section about laws and legal venues in Advania's General Terms and Conditions.

## **15. ADVANIA'S CONTACT DETAILS**

Advania Ísland ehf.  
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