

SIGNET TSA TERMS AND CONDITIONS

Version valid from 06.12.2024

1. DEFINITIONS AND ACRONYMS

Advania	Advania Ísland ehf., an Icelandic company, national identifier 590269-7199. Advania provides a Time-Stamp Authority which issues Time-Stamp Tokens (Signet TSA).
Advania's General Terms and Conditions	Document that describes the rights, obligations and responsibilities between Advania and its customers.
Coordinated Universal Time (UTC)	The time scale based on the second as defined in ITU-R Recommendation TF.460-6 (02/02).
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.
Signet	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.
Signet TSA	Advania's Time-Stamping Service.
Signet TSA Practice Statement	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.
Signet TSA Subscriber Agreement	Agreement between Advania and Subscriber for use of Time-Stamping Service provided by Advania. The document 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.
Signet TSA 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.

Subscriber	Adult natural person with active legal capacity or legal entity which requires the services provided by Time-Stamp Authority and has entered into the Subscriber Agreement.
Time-Stamp Authority (TSA)	The authority which provides Time-Stamping Services using Time-Stamping Units.
Time-Stamping Service	A service provided to Subscribers enabling them to send requests to establish a digital record of the date and time when an event occurred.
Time-Stamp Token (TST)	The data object generated as a result of the use of a Time-Stamping Service that binds a representation of a datum to a particular time, thus establishing evidence that the datum existed before that time.
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.
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 • the preservation of Electronic Signatures, seals or certificates related to these services
Trust Service Provider	An entity that provides one or more electronic Trust Services.

2. GENERAL TERMS

- 2.1. Signet Time-Stamping Service conforms to Icelandic laws on electronic identification and trust services for electronic transactions no. 55/2019, the eIDAS regulation and ETSI EN 319 421 Electronic Signatures and Infrastructures (ESI); Policy and Security Requirements for Trust Service Providers issuing Time-Stamps, along with other related standards and regulations.
- 2.2. These Terms and Conditions describe the main policies and practices followed by Signet TSA as provided in the Signet TSA Practice Statement.
- 2.3. These Terms and Conditions provide the conditions of use of the Time-Stamping Service and are binding for the Subscriber, while using the Time-Stamping Service and for the Relying Party while relying on issued Time-Stamps.
- 2.4. In the event of any conflict between these Terms and Conditions, the Signet TSA Subscriber Agreement, and Advania's General Terms and Conditions, the following order of precedence shall apply; (1) these Terms and Conditions, (2) Signet TSA Subscriber Agreement, (3) Advania's General Terms and Conditions.
- 2.5. Advania has the right to amend these Terms and Conditions at any time by providing 30 days' notice to Subscribers via email using the contact details specified in the Signet TSA Subscriber Agreement in case of any substantive changes. The amended Terms and Conditions along with the enforcement date, will be published 30 days before enforcement on the Signet website at <https://info.signet.is/en/repository/tsa/>. Continued use of the Time-Stamping Service after the

effective date constitutes acceptance of the amended Terms and Conditions.

3. TIME-STAMP TYPES AND USAGE

- 3.1. Signet's TSU issues qualified electronic Time-Stamps as per the eIDAS regulation. Signet's TSU does not issue non-qualified electronic Time-Stamps.
- 3.2. Signet issues the TSTs in accordance with ETSI EN 319 421 best practices for Time-Stamping Policy. The object-identifier (OID) of the 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. Signet offers Time-Stamping Services using the RFC 3161 Time-Stamp Protocol over HTTP transport. Each TST contains the Time-Stamping Policy identifier, unique serial number and the TSU certificate containing Signet TSA identification information.
- 3.4. Signet's TSU accepts SHA256 and SHA512 hash algorithms in Time-Stamping Service requests.
- 3.5. Signet's TSU keys are 3072-bit RSA keys. The key is used only for signing TSTs.
- 3.6. Signet logs all issued TSTs. TSTs will be logged and kept for one (1) year. Signet can prove a particular TST's existence at the Relying Party's request. Signet might ask the Relying Party to cover the costs of such service.

4. RELIANCE LIMITS

- 4.1. Signet's TSU ensures that its clock is synchronised with UTC within the declared accuracy of 1 second using the NTP.
- 4.2. Signet's TSU monitors its clock synchronisation to ensure detection of drift from UTC. If its clock drifts out of the accuracy stated in 4.1, the TSU will stop issuing Time-Stamps until the problem is resolved. Outages in service due to such halts in Time-Stamp issuance will be communicated to Subscribers.
- 4.3. Several NTP servers with both GPS time sources and other methods are used for NTP reference. Clock synchronisation is monitored by comparing the time sources to the Signet's TSU.
- 4.4. All issued TST logs and audit logs for other events are retained for no less than one (1) year.

5. OBLIGATIONS OF SUBSCRIBERS

- 5.1. Subscribers are obligated to use the Time-Stamping Service in compliance with these Terms and Conditions and applicable agreements set out in section 8.
- 5.2. Subscribers are obligated to verify the signature of TSTs and ensure that the private key used to sign the TST has not been revoked.
- 5.3. Subscribers are obligated to use secure cryptographic functions for Time-Stamping Service requests.
- 5.4. Subscribers are obligated to inform their end-users (e.g., Relying Parties) about the correct use of Time-Stamps and the conditions of the Signet TSA Practice Statement.
- 5.5. Subscribers are obligated to implement reasonable security measures to protect their access credentials and promptly report any security breaches or unauthorized access to Advania.

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

- 6.1. Relying Parties are obligated to study the risks and liabilities related to the acceptance of TSTs. The risks and liabilities are set out in the Signet TSA Practice Statement and these Terms and Conditions.
- 6.2. Relying Parties are obligated to check the validity of the Signet's TSU public key certificate status by CRL or OCSP service references located in the certificate.
- 6.3. Signet's TSU public keys are made available to Relying Parties in a public key certificate.
- 6.4. Relying Parties are 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 Parties are obligated to take measures to ensure the validity of the TSTs beyond the lifetime of the Signet TSA certificates.
- 6.5. Advania shall not be liable for any damages arising from any Relying Party's failure to fulfill their obligations.

7. LIMITED WARRANTY AND DISCLAIMER

- 7.1. Advania is liable for the performance of all its obligations specified in the Signet TSA Practice Statement to the extent prescribed by the legislation of Iceland.
- 7.2. Advania ensures compensation for damage, which is caused as a result of a violation its obligations.
- 7.3. Advania will inform all Subscribers before terminating the Time-Stamping Service and will maintain the documentation related to the terminated services and information needed according to the process set out in the Signet TSA Practice Statement.
- 7.4. Advania is not liable for:
 - 7.4.1. Mistakes in the verification of the validity of Time-Stamps or for incorrect conclusions conditioned by omissions or for the consequences of such incorrect 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 lists, or any other public authority.
 - 7.4.3. Defects in provided services occurring due to incorrect or unauthorized use of services caused by the Subscriber and/or subject, in particular defects occurring due to operations conducted contrary to requirements specified in these Terms and Conditions or other applicable agreements set out in section 8.
 - 7.4.4. Non-fulfillment, if such non-fulfillment is occasioned by Force Majeure events, including but not limited to natural disasters, acts of government or regulatory authorities, war, civil unrest, acts of terrorism, labor disputes, and other events beyond the reasonable control of Advania that prevent or hinder the performance of its obligations under this agreement. In the event of a Force Majeure event, Advania will use reasonable efforts to mitigate the effects and resume its obligations as soon as practicable.
- 7.5. Advania's liability for any mistakes, errors, omissions, interruptions, delays, damages or defects in any service, software or hardware that occur in connection with the parties' agreements 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 occurred.

8. APPLICABLE AGREEMENTS AND PRACTICE STATEMENTS

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

8.1.1. Signet TSA Subscriber Agreement: <https://info.signet.is/en/repository/tsa/>

8.1.2. Signet TSA Practice Statement, published: <https://info.signet.is/en/repository/tsa/>

8.1.3. Advania's General Terms and Conditions: <https://advania.is/skilmalar>

8.1.4. Signet Privacy Policy: https://cdn.signet.is/skjol/signet_privacy_policy.pdf

9. PRIVACY POLICY AND CONFIDENTIALITY

9.1. Signet follows the Signet Privacy Policy when handling personal information, and logging information. The Signet Privacy Policy can be found at https://cdn.signet.is/skjol/signet_privacy_policy.pdf

9.2. All information that becomes 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 the Time-Stamping Service) is confidential. Subscribers have the right to obtain information from Advania about themselves 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 various security controls.

9.4. Disclosure or forwarding of confidential information to a third party is permitted only under the following circumstances: a) with the prior written consent of the legal possessor of the information; b) when required by law, regulation, or legal process, such as a court order; or c) in response to a request by a governmental or regulatory authority, provided that Advania, when legally permitted, gives prior notice to the Subscriber to enable the Subscriber to seek protective measures.

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.

9.6. Advania processes personal data in compliance with the General Data Protection Regulation (GDPR) and Icelandic data protection laws. Subscribers have the right to access, rectify, erase, restrict, or object to the processing of their personal data, and to data portability, as described in the Signet Privacy Policy.

10. APPLICABLE LAW, COMPLAINTS AND DISPUTE RESOLUTION

10.1. These Terms and Conditions, as well as other applicable agreements and practice statements based on them, are governed by and construed in accordance with the laws of Iceland.

10.2. All disputes shall be handled according to the section about laws and legal venues in Advania's General Terms and Conditions.

10.3. All notices, requests, consents, claims, complaints, demands, waivers, and other communications

under these Terms and Conditions must be in writing and delivered by email.

- 10.4. All communications delivered by email shall be deemed received on the date sent if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours.

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

- 11.1. Time-Stamping Service has qualified status in the EU/EEA Trusted List (see <https://eidas.ec.europa.eu/efda/tl-browser/#/screen/tl/IS>). A prerequisite requirement of this registration is compliance with applicable regulations and standards.
- 11.2. The conformity assessment body is accredited in accordance with Regulation EC No 765/2008 as competent to carry out conformity assessments of qualified Trust Service Providers and the Qualified Trust Services they provide.
- 11.3. 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 Signet's website <https://info.signet.is/en/repository/tsa/>.

12. CONTACT INFORMATION

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

13. ENTIRE AGREEMENT

- 13.1. These Terms and Conditions, together with the Signet TSA Subscriber Agreement and any documents incorporated by reference, constitute the entire agreement between the parties and supersede all prior agreements, understandings, or representations, whether oral or written, relating to the subject matter herein.

14. GOVERNING LANGUAGE

- 14.1. These Terms and Conditions are written in English. If translated into another language, the English version shall prevail in case of any conflict or discrepancy between the English text and the translated text.

15. SUBSCRIBERS' ACKNOWLEDGEMENT

- 15.1. By using the Signet Time-Stamping Service, the Subscriber acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.