

Terms and Conditions for Timestamp Services in accordance with the eIDAS Regulation

1 Sphere of Application

These Terms and Conditions apply exclusively to the provision of central services via the Internet. The General Terms and Conditions of exceet Secure Solutions GmbH apply for all other purposes. In the event of conflict between the two, the present Terms and Conditions take precedence over the General Terms and Conditions.

The central services provided via the Internet are issue of qualified timestamps and/or time signatures via the Internet. Qualified timestamps are electronic attestations to the effect that certain electronic data was available to the provider of this certification service at a particular point in time. exceet Secure Solutions GmbH is a qualified trust service provider under the provisions of the eIDAS Regulation.

2 Central Services Provided via the Internet

Central services offered by exceet Secure Solutions GmbH via the Internet, such as the issue of qualified electronic timestamps and/or time signatures, are provided solely within the context of service and/or license agreements. We cannot guarantee 100% availability of the timestamp service during any given year.

exceet Secure Solutions GmbH expressly indicates that availability depends to a large degree on the individual facilities and communication links operated by the client or contract partner. Outages and downtimes occurring within these facilities and communication links or paths cannot be attributed to exceet Secure Solutions GmbH. Where outages occur and the client has neglected to create a secure operational environment and/or fallback facilities and communications links, the client must show that the outage has not been caused by his facilities and/or communications links, nor by his operating environment.

exceet Secure Solutions GmbH reserves the right to conduct maintenance, upgrade or restructuring work at any time without being required to take resulting service downtimes into account when calculating availability rates for its central services. exceet Secure Solutions GmbH will notify the client of any scheduled interruption of central services, e.g. due to maintenance, upgrade or restructuring work, at least fourteen (14) days prior to undertaking such work.

3 Issue of Timestamps

Timestamps are issued by the central server system operated by exceet Secure Solutions GmbH. Each timestamp is unique and cannot be mistaken for any other timestamp. The control values (hash values) are exchanged with the central server. The timestamp links the data (hash values) of the data for which a stamp is to be issued with the statutory time. This provides confirmation as to when the data was available in the stamped form and version, and that the data has not been altered since the moment at which the timestamp was issued.

Timestamps can be verified in accordance with widely accessible format and process descriptions for the evaluation of electronic signatures and may be a functional component of software which requires or processes timestamps.

4 Conditions of Use

The security of the electronic timestamp can be guaranteed only to the extent to which the client adheres to the conditions of use and operation described here, and to the extent to which he fulfills the security measures described in the Instructions provided pursuant to ETSI TS 119 401, V2.0.1, particularly regarding the issue and verification of qualified timestamps within a suitable operating environment. The client is responsible for the security and suitability of the operating environment.

Should the client not have received the above-mentioned Instructions, he is obliged to inform exceet Secure Solutions GmbH of the fact. exceet Secure Solutions GmbH will make the Instructions available in written form.

5 Warranty

The software provided to the client for use of the timestamp service is covered by the warranty stipulated in No. 15 of the General Terms and Conditions. In contrast, the issue of timestamps in response to an Internet request constitutes a service for which exceet Secure Solutions GmbH cannot assume a warranty within the meaning of the General Terms and Conditions. Timestamp services are covered exclusively by the following warranty: exceet Secure Solutions GmbH warrants that it will immediately issue the timestamps requested by the client.

6 Limitations of Use

The timestamp service provided by exceet Secure Solutions GmbH may be utilized solely in association with legal transactions/confirmations whose value at the moment of use in legal or business transactions does not exceed Euro 2,500,000.- per transaction, or a total of Euro 10,000,000.- per calendar year.

7 Liability

exceet Secure Solutions GmbH will compensate damages incurred by the client or a third party as a consequence of placing their trust in the information contained in a qualified timestamp. The foregoing shall not apply where the client or a third party was aware, or should reasonably have been aware, that the information was false, or where the damage was not caused by a violation of the requirements of the eIDAS Regulation, and/or where the damage cannot be attributed to a failure of products or other technical security installations operated by exceet Secure Solutions GmbH or by third parties incorporated into the exceet Secure Solutions security concept.

Furthermore, the obligation to compensate damages shall apply only where exceet Secure Solutions GmbH has acted culpably. exceet Secure Solutions GmbH assumes no liability for damages incurred in association with an exceedance of the above limitations of use by the client. In such instances the liability of exceet Secure Solutions GmbH is limited to Euro 2,500,000.- per individual transaction and Euro 10,000,000.- per calendar year. For personal injury liability claims, claims based on the Product Liability Act, as well as other instances of mandatory statutory liability, the foregoing limitation does not apply where exceet Secure Solutions GmbH, its legal representatives or vicarious agents have acted with intent.

8 Documentation

exceet Secure Solutions GmbH shall provide the documentation services required by the eIDAS Regulation. The client is hereby notified that verifiability of the timestamp does ensure utilizable value in practice.

Where certain data is needed for an extended period of time, the client is obligated to ensure that a new timestamp is issued before a previously issued timestamp becomes insecure.

exceet Secure Solutions GmbH is not responsible for any security shortcomings of qualified timestamps caused by the expiry of algorithms and associated parameters.

1. The security of a qualified timestamp can only be guaranteed where it is issued and validated within a suitable operating environment. When making use of timestamps, the client is therefore obligated to use only such hardware and software components as satisfy the relevant security requirements, and to operate these exclusively within trusted IT systems. As minimum requirements for a trusted operating environment, we recommend the security measures defined by the IT Basic Protection Handbook of the Federal Office for Security in Information Technology (IT Basic Protection Handbook, Standard Security Measures, ISBN 3-88784-915-9, Bundesanzeiger Publishers, P.O. Box 10 05 34, D-50445 Cologne). The ability of the client to verify a timestamp may be a functional component of software which requires and processes timestamps; alternatively, he may conduct such verification in accordance with the widely accessible format and process descriptions for validation of electronic signatures.
2. Should the algorithms and associated parameters used in association with qualified timestamps lose their security value due to new scientific developments or technical progress, timestamped data must be issued with new timestamps before such algorithms and associated parameters become inadequate. To this end, a previously issued timestamp is confirmed by a newly issued timestamp, or incorporated into a new signature so as to retain the authenticity of the previously issued timestamp. The efficacy of the algorithms and associated parameters is determined by the responsible authority (Regulatory Authority for Telecommunications and Posts) and published in the Bundesanzeiger [Federal Gazette].
3. The authority responsible for the operation of certification services is the Federal Network Agency for Electricity, Gas, Telecommunications, Posts and Railways. Citing name, address and telephone number, the client may turn to the Federal Network Agency in writing or by phone if he should encounter problems.
4. The client or other party requesting the timestamp is obligated to ensure that the hash value transmitted to submit the request of the correct length, e.g. a length of 256bits for a hash value of SHA256. The scope of timestamp services does not comprise a formal verification of the hash value.
5. The basis for the use of timestamps is the Terms for Central Internet Services of exceet Secure Solutions GmbH. The General Terms and Conditions of exceet Secure Solutions GmbH apply for all other purposes.
6. Should individual provisions contained in these Terms and Conditions be invalid, or should the information on party rights and obligations be incomplete, this shall have no effect upon the validity of the information as a whole.
7. Even where the principal has precluded the applicability of suppliers' terms and conditions, the attached **Terms and Conditions for Timestamp Services in accordance with the eIDAS Regulation** shall apply exclusively.

Terms and Conditions for Timestamp Services received and INSTRUCTIONS ACCEPTED by:

Company: _____

Date: _____

Signature: _____

Name/Stamp: _____