ZIPPER

ZIPPER Terms and Conditions
for Time-Stamping Services

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Edition history			
Edition	Date and description of the change	Prepared	Approved
1	28.02.2022 – First edition	Mirela Ojog	Judit Fekete
2	24.04.2024 – Second edition	Mirela Ojog	Judit Fekete

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Terms and Conditions & Subscriber Agreement

1. Purpose

Before entering into a contractual relationship, a Qualified Trust Service Provider (QTSP) shall inform, in a clear and comprehensive manner, any person seeking to use a qualified trust service of the precise terms and conditions regarding the use of that service, including any limitations on its use.[1] The Subscriber Agreement constitutes the contract between the QTSP and the Subscriber for the provision of the services and it can refer to the Terms and Conditions which the Subscriber will need to accept in order to receive the services.

The general obligations specified in clause 6.2 ETSI EN 319 401 for Terms and Conditions apply. More specifically, the Terms and Conditions shall lay down at least the following information:

    a) the trust service policy being applied;
    b) any limitations on the use of the service provided including the limitation for damages arising from the use of services exceeding such limitations;
    c) the subscriber's obligations;
    d) information for parties relying on the trust service, e.g. how to verify the trust service token,
    e) the period of time during which TSP's event logs are retained;
    f) limitations of liability;
    g) the applicable legal system;
    h) procedures for complaints and dispute settlement;
    i) whether the TSP's trust service has been assessed to be conformant with the trust service policy, and if so through which conformity assessment scheme;
    j) the TSP's contact information; and
    k) any undertaking regarding availability.

The Terms and Conditions shall be made available through a durable means of communication, in a readily understandable language and may be transmitted electronically.

2. Liability in the provision of time-stamping services

Liability derives from contract or law. Where consumers are involved, legal provisions may also apply which can increase the level of protection (i.e. consumer law).

It may be the case that either national or European legislation constrain the TSP's capability to limit its liability, for example. For example, it may prohibit terms that have not been individually negotiated and cause a significant imbalance in the parties' rights and obligations to the detriment of the consumer. Where these exceptions do not apply, a TSA may limit its liability.

3. Definitions and Acronyms

Term	Meaning
Qualified Trust Service Provider (QTSP)	A trust service provider that provides qualified trust services and is included in the EU trusted list.
Relying party	A Recipient of a time-stamp who relies on that time-stamp.
Subscriber	A Legal or Natural person to whom a time-stamp is issued and who is bound to any subscriber obligations.
Time Stamping Authority (TSA)	A Trust Service Provider (TSP) providing time-stamping services
TSA Policy & Practice Statement	Time Stamping Authority Policy and Practice: Statement of the practices that a TSA employs in issuing time stamps.
Time stamp	Data in electronic form which binds other electronic data to a particular time

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[1] Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market

	establishing evidence that these data existed at that time.
Time Stamp Token	Data object that binds a representation of a datum to a particular time, thus establishing evidence that the datum existed before that time.
Time-Stamping Unit	Set of hardware and software which is managed as a unit and has a single time-stamp signing key active at a time.
TSP	Trust Service Provider

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO FOLLOW AND BE BOUND BY THEM.

1. General Terms

1.1 The Terms and Conditions govern Subscribers' use of ZIPPER's Qualified Time-Stamping Services (hereafter "Time-Stamping Services") and constitute a legally binding contract between Subscriber and ZIPPER.
1.2 The Subscriber has to be familiar with and accept the present Terms and Conditions.
1.3 ZIPPER has the right to amend these Terms and Conditions at any time if there is a justified need for such amendments. Current version and previous versions are published on the repository at
https://pki.ca.ezipper.ro/repository/
1.4 The Subscriber of Time-Stamping Services can be a natural person or legal person, by entering into a relevant contract with ZIPPER.

2. Time-stamp Types, Expected Lifetime of Time Stamp

2.1 Time stamps issued by ZIPPER are qualified under the eIDAS Regulation. The qcStatement "esi4-qtstStatement-1" as defined in ETSI EN 319 422 is used as an indication that the time-stamp is a qualified electronic time-stamp.
2.2 The expected validity period of ZIPPER Time-Stamping Unit is up to five (5) years.
2.3 Cryptographic hash functions, used in the time-stamping process are in accordance with normative requirements, SHA-256 and SHA-512.

3. Prohibitions of use

A Time stamp can be used in order to prove that data in electronic form existed at a particular time.
Time-stamping services shall not be used outside the limits and contexts specified in ZIPPER TSA Policy and Practice Statement, nor for unlawful purposes, or contrary to public interest, or otherwise likely to damage the business or reputation of ZIPPER. Indicatively, the use of Time stamps to time-stamp documents which can lead to unlawful activity.

4. Reliance Limits

4.1 Time Stamps become valid as of the date specified in them. Expired Time Stamps are invalid. The validity of the Time Stamp expires on the date of expiry indicated in the Time Stamp or if the TSU Certificate is revoked. ZIPPER TSA ensures that the TSU's private signing keys are not used beyond the end of their life cycle. In particular, operational and technical procedures are in place to ensure that a new key is put in place when a TSU's key usage period expires, and that TSU's private keys or any part, including any copies are destroyed such that the private key cannot be retrieved. The TST generation system shall reject any attempt to issue a TST if the signing private key is expired or if the signing private key usage period is expired.
4.2 ZIPPER has in place technical procedures to ensure that TSTs are issued securely and include the correct

time. ZIPPER TSA ensures that its time is synchronised with UTC within the declared accuracy with multiple independent time sources. The TSTs are issued with an accuracy of ± one (1) second. ZIPPER implements security controls preventing unauthorised operation, aimed at calibration of TSA time. ZIPPER monitors that synchronization is maintained when a leap second occurs.

4.3 Time-Stamping Certificates are valid for five (5) years but require re-keying every year. Therefore, logs and records for Time-Stamping are retained for one (1) year after the expiration of the TSU Certificate.

5. Subscriber's Obligations

According to Romanian legislation [Ref] the Subscriber of Time-Stamping Services, any person, natural or legal, (Subscriber) who wishes to benefit from time-stamping services must:

- provide information regarding his identity;
- comply with the limitations imposed by the time-stamping service provider.

The Subscriber of Time-Stamping Services shall:

- verify the signatures created by the TSA on the TST (Verification whether the TSA signature on the TST is valid and Verification of the TSA certificate)
- use secure cryptographic functions for time-stamping requests.

6. Relying Parties Obligations

A RELYING PARTY IS RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A TIME STAMP. Relying Parties acknowledge and agree that their use of ZIPPER's Repository and their reliance on a Time Stamp shall be governed by ZIPPER's applicable TSA Policy and Practice Statement as amended from time to time. The applicable CPS is published on the Repository at https://pki.ca.ezipper.ro/repository/cert_status.php

Relying Parties shall verify the signatures created by ZIPPER TSA on the TST (Verification whether the TSA signature on the TST is valid and Verification of the TSA certificate).
Relying Parties should take into account any limitations on usage of the time stamps indicated by the ZIPPER TSA Policy & Practice Statement. If the verification takes place after the end of the validity period of the Certificate, the Relying Party should follow the guidance denoted in Annex D of ETSI EN 319 421. Relying parties are expected to use a Trusted List to establish whether the TSU and the Time stamp are qualified.

7. TSA Obligations

ZIPPER shall provide the services in accordance with the present Terms and Conditions, the ZIPPER TSA Policy & Practice Statement, as well as any relevant legislation and applicable standards.

8. Limited Warranty and Disclaimer/Limitation of Liability

8.1 ZIPPER is liable for the performance of its Time-Stamping Services as specified in the present Terms and Conditions and its TSA Policy & Practice Statement.
8.2 ZIPPER ensures that it has compulsory insurance contracts covering its services to ensure compensation for damages caused by breach of obligations;
8.3 ZIPPER informs all Subscribers before it terminates its services and maintains the documentation related to them.
8.4 ZIPPER is not liable for

- inadequate checks of Time Stamp validity or for uninformed decisions of a Subscriber or Relying Party;
- the improper use of time stamp tokens;
- 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; the failure to perform if such failure is occasioned by force majeure.

8.5 ZIPPER provides limited warranties and disclaims all other warranties, including warranties of merchantability or fitness for a particular purpose, limits liability, and excludes all liability, except in case of willful misconduct or gross negligence, for any loss of profits, loss of data, or other indirect, consequential, or punitive damages arising from or in connection with the use, delivery, performance, non-performance, or unavailability of the

Time-Stamping Services. ZIPPER's aggregate liability to all parties (including you) shall in no event exceed the amount of the respective contract for the Time-Stamping Service, and a total maximum of 500.000 euro, regardless of the nature of the liability and the type, amount or extent of any damages suffered. The liability limitations shall be the same irrespective to the number of Time Stamps or claims related to such Time Stamp or Time-Stamping Service.

The limitations on liability provided herein shall apply to the maximum extent allowed under the applicable law of the applicable jurisdiction.

9. Applicable Agreements, Policies, CP, CPS

Relevant agreements, policies and practice statements are:
- ZIPPER Time-Stamping Authority Policy & Practice Statement
- ZIPPER Terms and Conditions for Time-Stamping Services.

Current versions of all applicable documents are publicly available in the ZIPPER repository at https://pki.ca.ezipper.ro/repository/

10. Privacy Policy and Confidentiality

10.1 ZIPPER processes personal data in accordance to the applicable data protection legislation in force. For further details, please refer to ZIPPER Privacy Statement https://pki.ca.ezipper.ro/repository/compliance.php

10.2 All information that has become known while providing services and that is not intended for disclosure is confidential. The Subscriber has the right to obtain information from ZIPPER about the processing of their personal data pursuant to applicable law.

10.3 ZIPPER has the right to disclose information about the Subscriber to a third party who pursuant to relevant law or a court decision, is entitled to receive such information.

10.5 ZIPPER may publish non-personalized statistical data about its services.

11. Refund Policy

11.1 ZIPPER makes efforts to secure the highest level of quality of its services. However, Subscriber has the right to withdraw from the purchase contract for any reason in case the purchase of the Time Stamp is effected via the internet or a telephone the Subscriber. The exercise of this right shall be made in writing by the Subscriber to ZIPPER, by sending an email to suport.pki@ezipper.ro within 14 days from the date of purchase.

11.2 Subject to section 11.1, ZIPPER may handle refunds on a case-by-case basis.

12. Applicable law, complaints and dispute resolution

12.1 Any disputes related to the trust services provided under these terms shall be governed in all respects by and construed in accordance with the laws of Romania.

12.2 To the extent permitted by law, the parties shall initially seek to solve any dispute amicably and if the dispute is not resolved within thirty (30) days after the initial claim, then the Courts of Bucharest, Romania shall have exclusive jurisdiction to hear and resolving it.

12.3 Any dispute requests or claims should be sent to the contact information provided in these Terms and Conditions.

13. ZIPPER and Repository Licenses, Trust Marks and Audit

13.1 ZIPPER's Qualified Time-Stamping Services are registered in the EU Trusted List of Qualified Trust Service Providers: https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home

13.2 ZIPPER's Qualified Time-Stamping Services have been audited by Conformity Assessment Body which is accredited in accordance with Regulation (EC) No 765/2008 as competent to carry out conformity assessment of Qualified Trust Services. Audit certificates, which are based on audit results of the conformity assessment conducted pursuant to the eIDAS Regulation and standards, are published on ZIPPER's website at https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home

14. Contact Information

ZIPPER SERVICES: Time-Stamping Authority
Strada Tăietura Turcului, Nr. 47, Imobilul Novis Plaza, Corp A, Et. 2,
Cluj-Napoca, 400285, România
Working Point:
B-dul 1 Decembrie 1918 nr. 1G,
Sector 3, Bucuresti, 032451, Romania

Working Point:
str. Nikola Tesla, nr. 2, cod 400221
Cluj-Napoca, 400285, Romania

https://ezipper.ro/en/
E-mail: office@ezipper.ro
Telephone +40 21.340.4638 / +40 31.101.1020
Fax +40 21.340.4636 / +40 31.101.1022
(Mon-Fri 09.00. – 18:00 Eastern European Time)

15. Validity of Terms and Conditions

If any provision of these Terms and Conditions, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

16. References

The following references contain provisions which are relevant to the ZIPPER Qualified Time Stamping Authority Certificate Policy & Certification Practice Statement:

1. Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

2. ETSI EN 319 401: "Electronic Signatures and Infrastructures (ESI); General Policy Requirements for Trust Service Providers".

3. ETSI EN 319 421: "Electronic Signatures and Infrastructures (ESI); Policy and Security Requirements for Trust Service Providers issuing Time-Stamps".

4. ETSI EN 319 422: "Electronic Signatures and Infrastructures (ESI); Time-stamping protocol and time-stamp token profiles".

5. IETF RFC 3161 (2001): "Internet X.509 Public Key Infrastructure: Time-Stamp Protocol (TSP)".

6. ETSI EN 319 411-1: "Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates; Part 1: General requirements".

7. ETSI EN 319 411-2: "Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates; Part 2: Requirements for trust service providers issuing EU qualified certificates".

Romanian Regulations:

8. Government Decision no. 89/2020 on the organization and functioning of the Romanian Digitization Authority

9. ORDER no. 449 of May 30, 2017 regarding the procedure of granting, suspending and withdrawing the status of provider of Qualified reliable services in accordance with Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014

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Subscriber Agreement Template

Application and Agreement for the provision of Time-Stamping Services

Date:	S/N:

APPLICANT-SUBSCRIBER'S DATA

Name:	Surname:
E-mail address:	Telephone number:

APPLICANT-SUBSCRIBER'S Public IP address

Public IP address:
(from wich the Applicant will use the service)

TERMS & CONDITIONS ACCEPTANCE

This Application constitutes the agreement between the Subscriber and ZIPPER for Time-Stamping Services. Time-Stamping Services are governed by ZIPPER TSA Policy & Practice Statement, as well as ZIPPER Terms and Conditions for Time-Stamping Services, as amended from time to time and published at
https://pki.ca.ezipper.ro/repository/policies.php

You may contact ZIPPER Customer Support at suport.pki@ezipper.ro

☐ **I have read and accept ZIPPER's General Terms and Conditions for the Use of Qualified Trust Services.**

PERSONAL DATA PROCESSING

The use, processing and storage of information included in this Application is conducted in accordance with ZIPPER's Privacy Policy which is available at https://pki.ca.ezipper.ro/repository/compliance.php

☐ **I have been sufficiently notified about the processing of my personal data.**

The Applicant-Subscriber

Name/ Surname:

Signature: