End-User Agreement for SwissSign Platinum TSA

of

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1 General

SwissSign AG offers a time-stamping service as part of its certification services in accordance with Swiss Digital Signature Law (ZertES). This service creates and records reliable and trustworthy digital evidence of data at a certain point in time, significantly enhancing the trustworthiness of the electronic data

SwissSign AG has created a time-stamping authority (SwissSign TSA) to provide the time-stamping service.

In order to be able to use the SwissSign Platinum TSA service, applicants must accept and agree to the conditions specified in the document “SwissSign TSA Policy” (http://repository.swisssign.com) and in the document “End-User Agreement for SwissSign Platinum TSA”. These conditions govern the relationship between SwissSign and its customers with respect to the purchase, use and administration of the TSA service. In the event of inconsistent or conflicting provisions in the agreements with SwissSign, the provisions stipulated in the “SwissSign TSA Policy“ shall prevail.

2 Contact address

Use the following email address for questions or suggestions regarding the SwissSign Platinum TSA services:

tsa.feedback@swisssign.com

All feedback, positive or negative, is welcome. SwissSign AG will respond in due time.

3 General Concepts

3.1 Time-Stamping Services

The time-stamping service includes two components:

- Time-stamping provision: The technical component generating time-stamp tokens
- Time-stamping management: The service component that monitors and controls the operation of the time-stamping services. The time-stamping management guarantees that the clock used in time-stamping is correctly synchronized with UTC.

3.2 Time-Stamping Authority

The SwissSign TSA issues secure time-stamp tokens (TST) for users of the time-stamping services (i.e. Subscribers as well as Relying Parties).

The SwissSign TSA assumes the overall responsibility for the provision of the time-stamping services identified in chapter 4.1. The SwissSign TSA may operate several identifiable time-stamping units (TSU's) and each TSU must have a different key (see chapter 7.3.1).

The SwissSign TSA is identified in the digital certificate used for the time-stamping services.

The Certificate Profile and Extensions are shown in the Chapter 7.1 of the SwissSign Platinum CP/CPS [1].

3.3 Subscriber

The subscriber may be an organization or a single individual end-user.

If the subscriber is an organization, the obligations that apply to that organization also apply to its associated end-users. In any case, the organization will be held responsible if the obligations are not correctly fulfilled by the end-users; therefore, such an organization must suitably inform its end-users.

If the subscriber is an individual end-user, the end-user will be held directly responsible for the fulfillment of the obligations.

In any case, a subscriber must present a valid SwissSign certificate to utilize this service.

4 Obligations and Liability

4.1 TSA Obligations

4.1.1 General

The SwissSign TSA ensures conformance with the requirements prescribed in the SwissSign TSA Policy and provides all time-stamping services in accordance with:

- the rules set forth in the SwissSign Platinum CP/CPS
- the stipulations of ZertES
- the regulations of TAV

The SwissSign TSA Policy and the SwissSign Platinum CP/CPS are an integral part of the agreements between SwissSign AG, the Subscribers, and the Relying Parties.

4.1.2 TSA obligations towards subscribers

The SwissSign TSA guarantees that time-stamp tokens are issued in accordance with the following:

- The TSA operates in accordance with all relevant regulations, especially those stipulated and defined by the Swiss Digital Signature Law.
- The time-stamping unit (TSU) is in accordance with a minimum UTS time accuracy of +/- 1 second.
- SwissSign AG undertakes periodic independent internal and external assessments of its compliance with Swiss Digital Signature Law.
- The SwissSign TSA provides a time-stamping service of high availability backed up by redundant infrastructure. The availability is guaranteed as long as none of the following occur: planned technical interruptions, natural disasters, wars, acts of terrorism, strikes, failures of the Internet or other causes of interruption as stipulated in the SwissSign Platinum CP/CPS (chapter 9) of the TSA services.

4.2 Subscriber Obligations

The subscriber shall use the Time-stamping service only in compliance with chapter 4 of ETSI 101.861 “Requirements of a TSP client”.

The subscriber shall verify that the time-stamp token has been correctly signed by the time-stamp authority and that the private key used to sign the time-stamp token has not been revoked.

4.3 Relying Party Obligations

When relying on a time-stamp token, the Relying Party shall verify that the time-stamp token was correctly signed and that the private key used to sign the time-stamp has not been revoked.

During the validity period of the TSU's certificate, the validity of the signing key can be verified on the SwissSign CRL.

If the verification takes place after expiry of the certificate's validity period, the relying party shall check whether the employed hash function, algorithms, and cryptographic key lengths can still be deemed secure.

For further terms and conditions applicable to Relying Parties, refer to the TSA Disclosure Statement in the SwissSign TSA Policy and to other agreements between the parties.

4.4 Liability

SwissSign AG operates its TSA in accordance with the SwissSign TSA Policy, SwissSign Platinum CP/CPS and the terms of other binding agreements between SwissSign AG and the TSA service users. SwissSign AG endeavors to provide high availability of its services, but makes no express or implied representations or warranties to uninterrupted services or accuracy of the time-stamp services.

SwissSign AG is only liable for damages to Subscribers or Relying Parties that result from SwissSign's failure to comply with Swiss Digital Signature Law (Article 16 ZertES). SwissSign AG must supply evidence that they have adhered to applicable laws, rules, and regulations.

SwissSign AG shall in no event be liable, for any loss of profits, indirect and consequential damages, or loss of data, to the extent permitted by applicable law. SwissSign AG shall not be liable for any damages resulting from infringements by the Subscriber or the Relying Party on the applicable terms and conditions, including the exceeding of the transaction limit.

SwissSign AG shall under no circumstances be liable for damages that result from force majeur events as detailed in chapter 6.1.2. of the SwissSign TSA Policy and in chapter 9.16.5 in SwissSign Platinum CP/CPS. SwissSign AG shall take commercially reasonable measures to mitigate the effects of force majeur in due time. Any damages resulting from any delay caused by force majeur will not be covered by SwissSign AG.

The detailed liability limitations applicable to the parties are specified in the SwissSign Platinum CP/CPS chapter 9.

5 Assignment

No rights or obligations arising from this agreement in whole or part shall be assignable or otherwise transferable by the TSA service users.

6 Amendments, Notices and Other Provisions

SwissSign may amend this End-User Agreement at their sole discretion. The TSA service user is not affected by such amendments as they will only take effect for newly distributed certificates. Amended End-User Agreements are published on the SwissSign website.

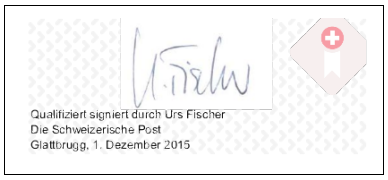
If this End-User Agreement and/or other legal documents are provided in additional languages to English, the English version of these documents will prevail.

7 Governing Law and Jurisdiction

The laws of Switzerland shall govern the validity, interpretation and enforcement of this contract, without regard to its conflicts of law. The application of the United Nations Convention on Contracts for International Sale of Goods shall be excluded. Exclusive place of jurisdiction shall be the commercial court of Zurich (Handelsgericht Zürich), Switzerland.

8 Authorization

Date	Approved by	Approved by	Version
~~24.09.2006~~	~~Michael Doujak~~	~~Melanie Raemy~~	~~1.0.0 / OID=1~~
~~28.04.2008~~	~~Adrian Humbel~~	~~Björn Kanebog~~	~~1.0.1 / OID=2~~
~~04.02.2010~~	~~Adrian Humbel~~	~~Michael Doujak~~	~~1.0.2 / OID=3~~
25.11.2015	Reinhard Dietrich	Urs Fischer	1.0.3 / OID=4



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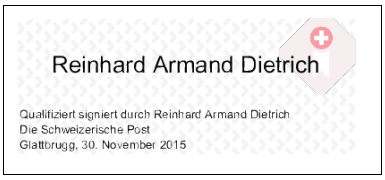

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