

**IMPORTANT: READ CAREFULLY**

THIS QUOVADIS TIME-STAMPING AUTHORITY (TSA) SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE SUBSCRIBER OF QUOVADIS TIME-STAMPING SERVICES ("YOU" OR "THE SUBSCRIBER") AND QUOVADIS LIMITED ("QUOVADIS").

ALL SUBSCRIBERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE SUBSCRIBER OF QUOVADIS TIME-STAMPING SERVICES. THIS AGREEMENT INCORPORATES BY REFERENCE CONDITIONS OF THE QUOVADIS TIME-STAMP POLICY/PRACTICE STATEMENT ("QV-TSP/PS") AND APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS") LOCATED AT <http://www.quovadisglobal.com/repository>.

THE USE OF THE QUOVADIS TIME-STAMPING SERVICE SIGNIFIES THAT THE SUBSCRIBER ACKNOWLEDGES THAT THEY AGREE AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS SUBSCRIBER AGREEMENT, THE QV-TSP/PS AND THE CP/CPS.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE QV-TSP/PS AND CP/CPS.

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- 1. Introduction:** The QuoVadis Time-stamping Authority (QV-TSA) uses public key infrastructure and trusted time sources to provide reliable, standards-based time-stamps. The QV-TSA delivers time-stamping services used in support of qualified electronic signatures (i.e., in accordance with article 5.1 of the *Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures* [European Directive]), as well as under applicable Swiss, Dutch and Bermuda law and regulations.
  - 2. Applicable documents:** The QuoVadis Time-Stamp Policy/Practice Statement (QV-TSP/PS), QuoVadis TSA Disclosure Statement and the QuoVadis CP/CPS provide more details as to the QuoVadis Policies in relation to Time-Stamping. The QV-TSA is also operated in accordance with a number of directives and standards that are listed in the QV-TSP/PS.
  - 3. Use, Purpose and Limitations:** The QV-TSA aims to deliver time-stamping services used in support of qualified electronic signatures in accordance with the European Directive. However, QV time-stamps may be equally applied to any application requiring proof that a datum existed before a particular time.
  - 4. Role and Obligations of the QuoVadis Time-stamping Authority:** QuoVadis undertakes the following obligations to TSA Subscribers:
    - To operate in accordance with the QV-TSP/PS, the QuoVadis CP/CPS, and other relevant operational policies and procedures.
    - To operate in accordance with the relevant stipulations of ZertES and its associated TAV regulations.
    - To ensure that Time-Stamping Units (TSUs) maintain a minimum Coordinated Universal Time (UTC) time accuracy of  $\pm 1$  second.
    - To undergo internal and external reviews to assure compliance with relevant legislation and internal QuoVadis policies and procedures.
    - To provide high availability access to QV-TSA systems except in the case of planned technical interruptions, loss of time synchronization, and causes outlined in the relevant section of the QV-TSP/PS.
  - 5. Role and Obligations of the Subscriber:** When obtaining a Time-Stamp Token (TST), the Subscriber should verify that the TST has been correctly signed and that the private key used to sign the TST has not been revoked. The Subscriber shall use the QuoVadis Time-Stamping service in accordance with the QV-TSP/PS, CP/CPS, ETSI TS 102 023 and also the relevant provisions in ETSI TS 101 861.
  - 6. Relying Party Obligations:** Before placing any reliance on a Time-Stamp, the Relying Party shall verify that the TST has been correctly signed and that the private key used to sign the TST is not listed on the QuoVadis Certificate Revocation List (CRL) at <http://crl.quovadisglobal.com/qvica2.crl>. If this 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 TS 102 023. The Relying Party should take into account any limitations on usage of the time-stamp indicated by this Subscriber Agreement, the QV-TSP/PS, the TSA Disclosure Statement and any other precautions documented by QuoVadis.
  - 7. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE QV-TSP/PS OR CP/CPS, QUOVADIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, RELATING TO ANY QUOVADIS TIME-STAMPING RELATED SERVICES PROVIDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY AND DAMAGES:** QuoVadis undertakes to operate the QV-TSA in accordance with the QV-TSP/PS, the CP/CPS, and this Subscriber Agreement. QuoVadis makes no express or implied representations or warranties relating to the availability or accuracy of the time-stamping service. QuoVadis shall not in any event be liable for any loss of profits, loss of sales or turnover, loss or damage to reputation, loss of contracts, loss of customers, loss of the use of any software or data, loss or use of any computer or other equipment save as may arise directly from breach of the QV-TSP/PS or CP/CPS, wasted management or other staff time, losses or liabilities under or in relation to any other contracts, indirect loss or damage, consequential loss or damage, special loss or damage, and for the purpose of this paragraph, the term "loss" means a partial loss or reduction in value as well as a complete or total loss. QuoVadis bears specific liability for damage to Subscribers and Relying Parties in relationship to valid qualified digital certificates relied upon in accordance with specific national laws and regulations. These liabilities are described in section 9.8 (*Liability and Limitations of Liability*) of the CP/CPS.
9. **Assignment:** The Subscriber shall not assign its rights or delegate its obligations under this Agreement to any third party. Any attempted assignment or delegation will be void. QuoVadis may assign its rights and delegate its obligations under this Agreement upon notice to the Subscriber.
10. **Severability:** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, that provision will be ineffective, but only to the extent that it is illegal, unenforceable or void, and will be amended to the extent necessary to make it legal and enforceable while preserving its intent. In addition, if the remainder of this Agreement will not be affected by that declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the maximum extent permitted by law. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.
11. **Governing Law:** The QV-TSA aims to deliver time-stamping services used in support of qualified electronic signatures (i.e., in line with article 5.1 of the European Directive), as well as under applicable Swiss, Bermuda or Dutch law and regulations. These liabilities are described in section 9.14 (*Governing Law*) of the CP/CPS.
12. **Entire Agreement, Amendment:** This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or understandings between the parties regarding its subject matter. If there is any conflict between the provisions of this Agreement and the QV-TSP/PS or CP/CPS, the provisions of this Agreement will prevail. This Agreement may be amended or modified only by a written instrument executed by both parties. Updates to this Agreement will be posted on the QuoVadis website at <http://www.quovadisglobal.com/repository>.
13. **Force Majeure:** QuoVadis is excused from performance under this Agreement and has no liability to the Subscriber or any third-party for any period when QuoVadis is prevented from performing all or part of its obligations, due to an act of God, war, civil disturbance, court order, labour dispute, or other similar event beyond QuoVadis' reasonable control.
14. **Notices:** All notices provided by the Subscriber are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

QuoVadis Limited, Suite 1640, 48 Par La Ville Road, Hamilton HM11, Bermuda  
Website: [www.quovadisglobal.com](http://www.quovadisglobal.com); Electronic Mail: [compliance@quovadisglobal.com](mailto:compliance@quovadisglobal.com)

YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON THE SUBSCRIBER'S BEHALF AND TO BIND THE SUBSCRIBER TO THE TERMS OF THIS AGREEMENT; (B) SUBSCRIBER IS THE ENTITY THAT IT CLAIMS TO BE IN THE APPLICATION FOR QUOVADIS TIME-STAMPING SERVICES; (C) THE SUBSCRIBER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF THE SUBSCRIBER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE SUBSCRIBER IS A PARTY.