

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

Terms & Conditions for ZealiD TSA Service

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Revision History

Date	Revision	Comment	Signed Off
2022-07-28	01	Initial Document	EM

1. INTRODUCTION

- 1.1. These terms and conditions govern your access to and use of the ZealiD Trusted Time Stamping Authority Service (ZealiD TSA Service hereinafter “the Service”). It is provided, owned and operated by ZealiD AB, a company registered with Bolagsverket in Sweden with registration number 556972-4288 (see chapter 18 for further details and contact information). ZealiD AB and its trading brand name ZealiD are hereinafter referred to as “ZealiD”/“we”/“us”/“our”.
- 1.2. These terms and conditions form a legal agreement between you and ZealiD regarding the Service. Using the Service indicates that you accept these terms and conditions. If you do not accept these terms and conditions, please do not use the Service.
- 1.3. The Service is an eIDAS Time-Stamping Authority “Trust Service” operated under the ZealiD Time-Stamping Authority Practice Statement (“TSAPS”). The Service is assessed for conformity with the policies set forth in eIDAS Regulation (EU) 910/2014 (“eIDAS”), ETSI Standards EN 319 401, EN 319 421 and other related standards.
- 1.4. Present Terms and Conditions stipulate conditions of use of time-stamping service and are binding for the Subscriber, while using time-stamping service and for the Relying Party, while relying on issued time-stamps.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

2. DEFINITIONS

CA	Certificate Authority
Coordinated Universal Time (UTC)	The time scale based on the second as defined in ITU-R Recommendation TF.460-6 (02/02)
Relying party	Entity that relies on the Time-Stamp Token. Relying parties are sometimes referred to as Customers.
Subscriber	A natural person to whom the Time Stamping Authority provides Time-Stamping service and has entered into contractual agreement with the Time Stamping Authority.
Subscriber Agreement	Present document that describes the obligations and responsibilities of the Subscriber while using the Certificates altogether with the Subscriber Agreement & Terms & Conditions ZealiD QeID.
Time-Stamping Authority	Entity that issues Time-Stamping tokens.
TSA Practice Statement (TSAPS)	One of the several documents that all together form the governance framework in which Certificates are created, issued, managed, and used.
Time-Stamping Token (TST)	The 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 (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.

3. THE SERVICE

- 3.1. ZealiD issues qualified electronic time-stamps as per eIDAS regulation and in accordance with the ETSI EN 319 421 and other related standards. The object-identifier (OID) of Time-Stamping Authority Practice Policy is 0.4.0.2023.1.1: itu-t(0) identified-organization(4) etsi(0) time-stamp-policy(2023) policy-identifiers(1) best-practices-ts-policy (1).
- 3.2. ZealiD provides time-stamping services using RFC3161 Time-Stamp Protocol over HTTP transport. Service URL and availability level is specified in the

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

Subscriber Agreement. Each Time Stamping Token (TST) contains BTSP identifier, unique serial number and TSU certificate containing ZealiD TSA identification information.

- 3.3. ZealiD does not accept external hash submission for TST signatures.
- 3.4. ZealiD TSU keys are 4096-bit RSA keys. The key is used only for signing TSTs.
- 3.5. The lifetime of TST is defined in accordance with the lifetime of the TSU Certificate.
- 3.6. ZealiD TSA logs all issued TSTs. TSTs will be retained by the TSA for 12 years after the expiration or revocation of TSU Certificate. ZealiD can prove the existence of a particular TST on the request by a Relying Party. ZealiD might ask the Relying Party to cover the costs of such service.

4. RELIANCE LIMITS

- 4.1. Zealid TSA ensures that its clock is synchronized with UTC within the declared accuracy of 1 second using the NTP.
- 4.2. ZealiD TSA monitors its clock synchronisation and ensures that, if the time that would be indicated in a TST drifts or jumps out of synchronization with UTC, this will be detected. In the case of a TST drift or jump out of synchronisation with UTC, ZealiD TSA stops issuing time-stamps until the issue is corrected. Information about loss of clock synchronization will be made available in accordance with the TSAPS.
- 4.3. Local and remote NTP servers with UTC(k) time sources are used for NTP reference. Monitoring of clock synchronization is done by comparing the time sources.
- 4.4. ZealiD obliges to verify signature of TSTs and ensure that the private key used to sign the TST has not been revoked.
- 4.5. ZealiD obliges to use secure cryptographic functions for time-stamping requests.
- 4.6. ZealiD TSA logs all issued TSTs and retains them for 12 years after the expiration or revocation of TSU certificate.
- 4.7. ZealiD Timestamps can be validated up to 15 years only after their issuance due to the configured Archive cutoff of 15 years for the related TSU certificates.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

5. OBLIGATIONS OF SUBSCRIBERS

- 5.1. Subscriber obliges to use time-stamping service in accordance with the Terms and Conditions as well as valid with the valid versions available at the ZealiD repository <https://www.zealid.com/en/repository> of:
 - 5.1.1. Subscriber Agreement & Terms & Conditions ZealiD QeID;
 - 5.1.2. ZealiD QeID Certificate Practice Statement (QeID CPS);
 - 5.1.3. ZealiD TSA Practice Statement (TSAPS).
- 5.2. Subscriber obliges to inform its end-users (e.g. Relying Parties) about correct use of time-stamps and the conditions of the ZealiD TSAPS.

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

- 6.1. Relying Party is obliged to study the risks and liabilities related to the acceptance of TSTs. The risk and liabilities have been set out i ZealiD QeID CPS, ZealD TSAPS and present Terms and Conditions.
- 6.2. Relying Party is obliged to check the validity of the TSU public key certificate status by OCSP service references located in the certificate.
- 6.3. TSU public keys are made available to Relying Parties in a public key certificate.
- 6.4. The Relying Party is obliged to:
 - 6.4.1. 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 OCSP service references located in the certificate. Validation of the certificate chain must be carried out successfully up to the ZealiD trust anchor within the EU trusted list;
 - 6.4.2. Take into account any limitations on the usage of the timestamp indicated by the TSAPS;
 - 6.4.3. Take into account any other precautions prescribed in these Terms and Conditions or elsewhere.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

- 6.5. ZealiD OCSP Service is free of charge and publically available 24/7 at <https://ocsp.zealid.com>
- 6.6. ZealiD provides 24 hour availability of Certificate Status Services, 7 days a week with a minimum of 99.5% availability overall per year. This is ensured by ZealiD setting up high availability systems, providing network redundancy (connection) and power.
- 6.7. ZealiD uses Archive Cutoff of 15 years in its TSA CA OCSP Service. Please refer to 4.7 for a reliance limit.

7. LIMITED WARRANTY AND DISCLAIMER

- 7.1. Liability provisions in section 6.5. and section 6.8. of ZealiD TSAPS apply.

8. PRIVACY POLICY AND CONFIDENTIALITY

- 8.1. ZealiD follows the Principles of Processing Personal Data, provided in the ZealiD repository <https://www.zealid.com/repository/>, when processing personal information and logging information.
- 8.2. The Subscriber is aware and agrees to the fact that during the use of Certificate in Enrollment/registration, Authentication, the person conducting the identification is sent the Certificate that has been entered in the Subscriber's ZealiD ID and contains the Subscriber's name and personal identification code.
- 8.3. All information that has become known while providing services and that is not intended for disclosure (e.g. information that had been known to ZealiD because of operating and providing Trust Services) is confidential.
- 8.4. The Subscriber has the right to obtain information from ZealiD about him/herself pursuant to the law. ZealiD secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties by implementing different security controls.
- 8.5. The Subscriber, upon Subscriber strong authentication, has the right to request that the data ZealiD keeps from the registration be transmitted to a party designated by the Subscriber.

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

- 8.6. ZealiD has the right to disclose information about the Subscriber to a third party who pursuant to relevant laws and legal acts is entitled to receive such information.
- 8.7. Additionally, non-personalised statistical data about ZealiD's services is also considered public information. ZealiD may publish non-personalised statistical data about its services.

9. COMPLAINTS AND DISPUTES

- 9.1. For Complaints about the Service, ZealiD provides on its website a simple tool to submit Complaints. A form is available on our webpage <https://www.zealid.com/contact>. Alternatively ZealiD can be contacted via support@zealid.com.
- 9.2. Disputes related to this Service should first hand be settled by negotiations. Otherwise the dispute shall be settled in the Stockholm District Court, Sweden (Stockholms Tingsrätt).

10. AMENDMENTS AND TERMINATION

- 10.1. ZealiD has the right to amend these Terms and Conditions at any time. The amended Terms and Conditions along with the enforcement date, is published 14 days before enforcement electronically on ZealiD repository at <https://www.zealid.com/repository/>.
- 10.2. ZealiD may terminate these terms and conditions immediately by written notice to the Subscriber in case of a Subscriber committing material or persistent breach of these terms and conditions which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 10.3. Subscriber may discontinue use of the Service at any time. These Terms and Conditions will continue to apply to past use of the Service by the Subscriber.
- 10.4. On termination for any reason:
- 10.4.1. all rights granted to Subscriber under these Terms and Conditions shall cease; and

ZealiD AB		Document name Terms & Conditions Subscribers ZealiD TSA Service		
Owner CEO	Class P (public)	Category Steering	Date 2022-07-28	Revision 01

10.4.2. Subscriber shall immediately cease all activities authorised by these Terms and Conditions.

11. ASSESSMENT OF OUR SERVICE

11.1. Our Service is a Trusted service defined in the EU eIDAS regulation.

11.2. Our Service is audited for conformity with the Trust Service Policy by:

Security Research & Consulting GmbH
Emil-Nolde str.7
53113 Bonn
Germany
<https://src-gmbh.de/de/>

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 Zealid repository at <https://www.zealid.com/repository/>.

12. CONTACT INFORMATION

These Terms and Conditions are published on ZealiD website:

<https://www.zealid.com/repository>

You can contact us about our ZealiD Service by email to support@zealid.com.

You can contact our Data Protection Officer email dpo@zealid.com for more information about what personal data is processed as part of the ZealiD Service.

Any complaints regarding the Service can be made via email legal@zealid.com, or via the online complaint form <https://www.zealid.com/contact>.

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