

Guardtime

Terms of Service

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1. Terms of Service (ToS)

- 1.1. Please carefully read all the following terms and conditions of this Terms of Service before using any Service.
- 1.2. By accepting these Terms of Service or by using any Service, you irrevocably agree to all the terms and conditions of these Terms of Service, and you represent and warrant that you have all authority necessary to bind yourself (and, if you are employed by or otherwise represent any corporation or other legal entity that wishes to use the Services, that entity) to these Terms of Service.
- 1.3. If you do not or cannot agree to all the terms and conditions of these Terms of Service, then You may not use the Services.

2. Definitions

- 2.1. Wherever used in these Terms of Services with initial letters capitalised, the following terms shall have the meanings attributed to them in this paragraph.
- 2.2. "You" means the person or entity using the Services or otherwise exercising rights under this Agreement, and if you are employed by or otherwise represent any corporation or other legal entity that wishes to use the Software, that entity.
- 2.3. "Agreement" means these Terms of Service.
- 2.4. "Application" means a software program or a set of such programs, and, if such program or set of programs depends upon the use of or is built into hardware, the associated hardware, which is developed by You or any third party and is designed to interact with or includes the Software or parts thereof.
- 2.5. "Guardtime Software" means software programs and components (whether in source or object code form), including without limitation any associated or embedded documentation, designed for accessing or being used with the Services, provided or made available by Guardtime for use by You subject to separate license agreement(s).
- 2.6. "Intellectual Property Rights" means any patent rights, copyright, trade secret rights, trademark rights (including rights in trade names, trade dress, service marks, URLs or other source of business identifiers), rights in

industrial property and industrial designs, moral rights and all other intellectual property or proprietary rights arising under the laws of any jurisdiction worldwide, including all rights or causes of action for infringement or misappropriation of any of the foregoing, and all rights in any registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues for any of the foregoing.

- 2.7. "Services" means online services designed by Guardtime; made available by Guardtime, its partners or Guardtime Affiliates; intended for creating and electronically verifying signatures for the purpose of data integrity enforcement or other applications utilising said signatures; defined in section 2 below; and made available to You subject to the conditions of use as set forth in section 3 below.
- 2.8. "Update" means bug fixes, updates, upgrades, modifications, enhancements, supplements and new releases or versions of the Services or any part thereof.

3. Service Definitions

3.1. KSI Signatures

- 3.1.1. Definition. Signing means creating and issuing KSI signatures. A KSI signature is a digital record that contains the recorded time and date of an event, and can be used to provide proof of existence and integrity of the data that was signed ("signed data"). Integrity is the property of ensuring that data has not been altered from its original state.
- 3.1.2. Confidentiality. From the signature or the hash contained therein, neither Guardtime nor any third party will be able to derive the content or size of the signed document. A hash, or hash value, is a data token resulting from a hash calculation. A hash calculation is a mathematical computation that results in a fixed-length string of bits (called hash value) from an arbitrary size input. It is a one-way function that is not computationally reversible to produce the original input from a given hash value.
- 3.1.3. Integrity. Each KSI signature contains information allowing to prove that it was requested for a specific signed document and issued at specific time. You understand that both the original signed document and the respective signature, or unmodified copies thereof will be required to successfully verify the signature, and You acknowledge that You will be responsible for maintaining at least one identical copy

of the original signed document and the respective signature as long as You may want to verify the signature.

- 3.1.4. Availability. Guardtime will exercise commercially reasonable efforts to keep the KSI keyless signature service continuously available. You acknowledge that Guardtime cannot, and does not, guarantee the continuous operation of Your internet connection, failure of which may render the KSI service unavailable to You.

3.2. Publishing

- 3.2.1. Publishing is creating and printing the KSI Publication Code in at least one broadly circulated printed periodical. The KSI Publication Code is a string of characters which can later be used to verify a signature.
- 3.2.2. Confidentiality. The KSI Publication Code contains no information that would allow Guardtime or any third party to derive any information about signatures that have been issued or data or documents that have been signed.
- 3.2.3. Integrity. The KSI Publication Code can be obtained from any public library as long as the library remains in possession of the printed periodicals where the KSI Publication Code has been published. Guardtime may, at its sole discretion, maintain an online repository of any or all KSI Publication Codes.
- 3.2.4. Availability. Guardtime will exercise commercially reasonable efforts to publish the KSI Publication Code at least once per month ("publishing window") in at least one (1) nationally or internationally distributed printed periodical.

3.3. Verifying

- 3.3.1. Verifying means providing a cryptographic proof that a particular signature (a) corresponds to a particular signed data item and (b) was issued at a particular time.
- 3.3.2. Confidentiality. From the signature or the hash contained therein, neither Guardtime nor any third party will be able to derive the content or size of the signed data. However, the original signed data or an unmodified copy thereof will be used for verifying the signature, and in case a third party will be commissioned to verify the signature,

then the content of the signed data will be accessible to this third party.

- 3.3.3. Integrity. Neither the signed data nor any signatures will be modified during the verifying process.
- 3.3.4. Availability. Guardtime will exercise commercially reasonable efforts to keep the verifying service continuously available. Note that once Guardtime publishes the verification algorithms, anyone will be able to verify any signature.

4. Conditions of Use

- 4.1. Non-Commercial Nature of the Services. Unless overridden by a commercial Service Level Agreement, the Services provided under this Agreement are non-commercial grade services and should not be used in live operating environments or with important data.
- 4.2. Permitted Use. Subject to the terms and conditions of this Agreement, Guardtime hereby grants you the permission to use the Services for the sole purposes of (a) evaluating the Services or Guardtime Software; (b) developing or testing Applications; and (c) non-commercial needs.
- 4.3. No Other Permitted Uses. Except as and only to the extent the following restrictions are prohibited by applicable law, You will not, or cause, permit, enable or authorize others to, use the Services for any purpose or in any way not expressly permitted in this Agreement, including but not limited to making available to third parties any Services, or Your services based on the Services.
- 4.4. Updates. Guardtime may, in its sole discretion, at any time and without notice make available to You or any third party modified versions of the Services (Updates), which may contain features or functionality that are different from those present in the Services provided to You under this Agreement. If Guardtime makes an Update available to You, the terms of this Agreement will govern your use of the Update, unless the Update is accompanied by separate Terms of Service. You acknowledge and agree that Guardtime is not obligated to make any Updates available to You or anyone and that Guardtime will accept no liability whatsoever for any damages caused by the release or absence of release of Updates.
- 4.5. Guardtime Software licenses. Some Services may only be available through Guardtime Software. If You use any such Services, then You must remain at

all times in full compliance with the terms and conditions governing the use of the respective Guardtime Software.

- 4.6. No Service Level Agreement. Any references to service availability periods, service response times, or other service parameters in this Agreement are merely informative, and that Guardtime is not guaranteeing any particular service levels. You furthermore acknowledge and agree that past performance or availability of any Services, even during extended periods of time, shall not entitle you to demand similar performance or availability in future.
- 4.7. No Support Contract. Nothing in this Agreement requires Guardtime to provide You with any technical support or assistance concerning Your use of Services. However, Guardtime may do so at its own discretion or subject to a separate agreement.

5. Confidentiality

- 5.1. Guardtime Confidential Information. You will protect Guardtime Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Guardtime Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use Guardtime Confidential Information for any other purpose, or for Your own or any third party's benefit, without the express prior written consent of an authorised representative of Guardtime. You further agree not to disclose or disseminate Guardtime Confidential Information to anyone, or to discuss anything about the Guardtime Confidential Information with anyone, other than those of Your employees and contractors who have a need to know and who are bound by a written agreement that prohibits unauthorised use or disclosure of the Confidential Information, or except as otherwise agreed in writing by Guardtime. You may disclose Guardtime Confidential Information to the extent required by law, provided that You take reasonable steps to notify Guardtime of such requirement before disclosing the Guardtime Confidential Information and to obtain protective treatment of the Guardtime Confidential Information. You acknowledge that damages for improper disclosure of Guardtime Confidential Information may be irreparable; therefore, Guardtime is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
- 5.2. Your Confidential Information

- 5.2.1. Guardtime will protect and keep confidential any personal data relating to you, or in case You are a legal entity, Your officers, employees or agents, that becomes known to Guardtime through disclosure, observation or otherwise, and that either is designated as confidential by You or that is not generally known or readily ascertainable to the public.
- 5.2.2. Guardtime will not store any data that You decide to subject to the Services, or process with Guardtime Software, for longer than is technically necessary to perform the actions requested by You.

5.3. Non-Confidential Information

- 5.3.1. Information that otherwise would be deemed Confidential Information but (a) is generally available to the public through no fault or breach of the recipient, (b) is independently developed by the recipient without the use of any of the other party's Confidential Information, (c) was rightfully obtained from a third party who had the right to transfer or disclose it to the recipient without limitation, or (d) any FOSS included in Guardtime Software and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS, will be deemed Non-Confidential Information under this Agreement.
- 5.3.2. No restrictions or obligations regarding the use of Non-Confidential Information arise out of this Agreement to either party.

6. Disclaimers

- 6.1. Disclaimer of warranty. You expressly acknowledge and agree that use of the Services and Guardtime Software is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. The Services and Guardtime Software are provided "as is", with all faults and without warranty of any kind. To the maximum extent not prohibited by applicable law, Guardtime, its licensors and Guardtime Affiliates (collectively referred to as "Guardtime" for the purposes of this section) hereby disclaim all warranties and conditions with respect to the Services and Guardtime Software, either express, implied or statutory, including without limitation the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, timeliness, and non-infringement of third party rights. Guardtime does not warrant against interference with Your enjoyment of the Services, that the Services or Guardtime Software will meet Your requirements, that the operation of the Services or Guardtime Software will be uninterrupted or error-free, that

defects in the Services or Guardtime Software will be corrected, or that the Services or Guardtime Software will be compatible with future versions thereof or other Guardtime products or services. No oral or written information or advice given by Guardtime or a Guardtime authorized representative will create a warranty. Should the Services or Guardtime Software prove defective, You assume the entire cost of all necessary servicing, repair or correction.

- 6.2. Limitation of liability. You expressly acknowledge and agree that, to the maximum extent not prohibited by applicable law, in no event will Guardtime be liable, whether in contract, warranty, tort (including negligence), product liability or any other form of liability, for any direct, indirect, special, incidental, consequential or punitive damages whatsoever, including without limitation damages for loss of data, loss of profits, business interruption or any other commercial damages or losses, arising out of or related to this Agreement, Your use or inability to use the Services or Guardtime Software, or your development efforts, however caused, even if Guardtime has been aware of or advised of the possibility of such damages.

7. Your representations and warranties

- 7.1. Authorisation to Enter Into Agreement. You represent and warrant that you have all authority necessary to bind yourself (and, if you are employed by or otherwise represent any corporation or other legal entity that wishes to use the Services, that entity) to this Agreement.
- 7.2. Compliance with Laws and Regulations. You represent and warrant that You will at all times meet your obligations arising out of this Agreement, as well as be in compliance with any laws, regulations and policies that may apply to Your use of the Services and Guardtime Software, including without limitation any national or international regulations that may restrict the use of Services or Guardtime Software in, or exporting the Guardtime Software into, certain countries.

8. Indemnification

- 8.1. You agree to indemnify, defend and hold Guardtime, Guardtime Affiliates, and Guardtime Staff harmless from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys' fees and court costs) incurred by said parties in connection with or arising out of Your breach of this Agreement or any provisions thereof, Your breach of any certification, covenant, representation or warranty made by You in this Agreement, any claims that Your Applications or services violate or infringe any third party intellectual property or proprietary rights, or otherwise

related to or arising out of Your use of the Services or Guardtime Software, Your development of Applications or services, or Your or any third party's use or inability to use Your Applications or services.

9. Contact

- 9.1. If you have any questions regarding any of Guardtime's policies and terms, please email us at info@guardtime.com.

10. Document Versioning

10.1. Version history

Date	Version	Author	Changes
04.2008	1.0	Guardtime	Creation of the document
09.2018	2.0	Guardtime	Review and amendments to terminology