



# Guardtime

## KSI Terms of Service

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A.1. Version History

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# 1. Terms of Service (ToS)

- A. Please carefully read all the following terms and conditions of this Terms of Service before using KSI Service.
- B. By using KSI Service, You 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.
- C. If You do not or cannot agree to all the terms and conditions of these Terms of Service, then You may not use the KSI Service.

# 2. Definitions

- A. Wherever used in these Terms of Services with initial letters capitalised, the following terms shall have the meanings attributed to them in this paragraph or if not present, in Guardtime KSI Definitions and Abbreviations (GT/KSI/DEF).
- B. "You" means the person or entity using the KSI Services or otherwise exercising rights under this Agreement, and if You are employed by or otherwise represent any corporation or other legal entity.
- C. "Agreement" means this Terms of Service.
- D. "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.
- E. "Parties" means the parties of this KSI Terms of Service - You and Guardtime.

## 3. KSI Services Description

- A. The purpose of KSI Services is to issue and extend KSI Signatures for verifying the integrity, signing time and signing entity of arbitrary piece of data. Instead of trusted 3rd parties and their PKI signatures, widely-witnessed publications in printed and electronic media are used as trust anchors for verification. This will make the verification independent of any trusted parties, including Guardtime, and is not vulnerable to private key compromise.
- B. For obtaining the KSI Signature, the user provides the KSI Services with the cryptographic hash of the concerned data. For ensuring long-term independent verification, the user extends the KSI Signature to the publication which is issued in media on a monthly basis. After the KSI Signature has been extended to a publication, its verification no longer depends on the availability of KSI Services.
- C. Details of how KSI Services work and what are the technical means for interacting with KSI Services are provided in corresponding end-user developer documentation.
- D. In the context of the regulation (EU) No 910/2014 of the European Parliament and of the Council, Guardtime operates the KSI Services as a trust services provider. The KSI Service Disclosure Statement (GT/KSI/DS) and Practice Statement (GT/KSI/PS) provide the information required to be made available by a trust service provider as foreseen by corresponding ETSI technical standards.

## 4. Conditions of Use

### 4.1. Your Obligations

- A. You must:
  - a. use Guardtime Software to create, extend and verify KSI Signatures, unless otherwise specifically authorised in writing by Guardtime.

- B. You are responsible for:
- a. the deployment, operation and patching of Your KSI Gateway and other client-side software used for the integration or ad-hoc usage of the KSI Services.
  - b. using secure cryptographic hash functions for the input in the KSI Signature requests as well as for migration to stronger functions would that be necessary.
  - c. the deterministic reproduction of the hash of their datum used for the request and for the subsequent verification of the datum.
  - d. persisting Your KSI Signatures and corresponding datum for verification. The same applies to distributing the KSI Signatures and/or datum to Relying Parties for verification.
  - e. extending Your KSI Signatures to a widely-witnessed publication in order to ensure long-term independent verification.
  - f. the integrity of the environment in which You create, extend and verify KSI Signatures.
  - g. making sure that the Publications File You are using is up to date and has been correctly signed with a certificate that is valid and has been issued by a publicly trusted CA to the e-mail address [publications@guardtime.com](mailto:publications@guardtime.com).

## 4.2. Non-Commercial Nature of the Services

- A. Unless overridden by a commercial Service Subscription Agreement, the KSI Services provided under this Agreement are non-commercial and should not be used in live operating environments or with important data.

## 4.3. Permitted Use

- A. 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. No other use of the KSI Service

is permitted (for example, making available to third parties any KSI Services, or Your services based on the KSI Services).

## 4.4. Updates

- A. Guardtime may, in its sole discretion, at any time and without notice make available Updates to You or any third party, 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

- A. Some functions may only be accessible through Guardtime Software. If You use any such functions, then You must remain at all times in full compliance with the KSI Software End-User License Agreement (GT/KSI/EULA).

## 4.6. No Service Level Agreement

- A. Guardtime will exercise commercially reasonable efforts to keep the KSI Services 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 Services unavailable to You.
- B. Any references to KSI Services availability periods, response times, or other parameters in this Agreement are merely informative, and Guardtime is not guaranteeing any particular service levels. You furthermore acknowledge and agree that past performance or availability of KSI Services, even during extended periods of time, shall not entitle You to demand similar performance or availability in the future.

## 4.7. No Support Contract

- A. 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

- A. You will protect any non-public oral, written, graphic or machine readable information, technical data or know-how of Guardtime information required to use the KSI Services (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 applicable agreements and agree not to use Guardtime Confidential Information for any other purpose, or for Your own or any 3rd 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

- A. Guardtime will protect and keep confidential any information required for the



provision of the KSI Services and information that has been made available to Us while provisioning the KSI Services to You, personal data relating to You, or in case You are a legal entity, Your officers, employees or agents, that become 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. The following does not apply when we need to comply with the request of courts, Prosecutor's Office or a pre-trial investigation authority.

- B. Guardtime will not process any data that You decide to subject to the KSI Services, or process with Guardtime Software, for longer than is technically necessary to perform the actions requested by You.
- C. Personal data will be processed according to Guardtime's Privacy Policy (GT/KSI/PP).

## 5.3. Non-Confidential Information

- A. 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 3rd party who had the right to transfer or disclose it to the recipient without limitation, or (d) any free and open-source software (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.
- B. 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

- A. You expressly acknowledge and agree that use of the KSI 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 KSI 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 3rd party rights. Guardtime does not warrant against interference with Your enjoyment of the KSI Services, that the KSI Services or Guardtime Software will meet Your requirements, that the operation of the KSI Services or Guardtime Software will be uninterrupted or error-free, that defects in the KSI Services or Guardtime Software will be corrected, or that the KSI 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 KSI Services or Guardtime Software prove defective, You assume the entire cost of all necessary servicing, repair or correction.

## 6.2. Liability

- A. Guardtime and You shall perform obligations arising from this Agreement and other applicable agreements reasonably, in good faith, carefully and pursuant to the customs and the usual practice.
- B. Guardtime and You shall be liable for direct material damage in case of non-performance or inappropriate performance of obligations in case of intent or gross negligence.
- C. Guardtime shall be liable for the accuracy of the information provided by the KSI Services. Guardtime shall not be liable for the content of the transaction where the KSI Services is used.
- D. Guardtime and You shall not be liable for non-performance of obligations if it has been caused by Force Majeure (e.g. war, riot, forces of nature) the activities of public authorities (e.g. the state, local government) or another circumstance independent of the Parties (e.g. strike, general failure of the computer system, failure of communications lines or power failure,

denial-of-service attack) which Guardtime or You was unable to control and the prevention of which by the same could not be expected proceeding from the principle of reasonableness.

- E. Guardtime shall not bear liability for indirect damages caused to You (e.g. loss of profit, forgone revenue, costs related to interruption of business, or decrease of profit, decrease in the value of stock or the value of company, or other similar losses).
- F. Guardtime shall not bear liability for possible misuse of the certificates or inadequate checks of the certificates or for the wrong decisions of a Relying Party or any consequences due to errors or omission in KSI Services verification checks.
- G. Guardtime has compulsory insurance contract, which covers KSI Services to ensure compensation for damage, which is caused as a result of violation of the obligations of Guardtime.

## 7. Compliance with Laws and Regulations

- A. 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. Entire Agreement

- A. This Guardtime KSI Terms of Service Agreement, together with
  - a. Guardtime Privacy Policy (GT/PP),
  - b. Guardtime KSI Disclosure Statement (GT/KSI/TSA/DS),
  - c. Guardtime KSI Practice Statement (GT/KSI/TSA/PS), and

d. Guardtime KSI Software End-User License Agreement (GT/KSI/EULA)

contain the entire understanding between Guardtime and You with respect to the subject matter hereof and supersede all prior agreements and understandings with respect to such matters.

## 9. Indemnification

- A. 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.

## 10. Term and Termination

- A. This Agreement is commenced from the moment You start to use the the KSI Services for an indefinite period.
- B. Guardtime may unilaterally and immediately terminate this Agreement without prior written notice with good reason.
- C. In the meaning of this Agreement, good reason giving ground to immediate termination exists primarily if:
- a. You use the KSI Services in commercial services, infringing section 4.2 of this Agreement;
  - b. You infringe section 4.3 of this Agreement on permitted use;

- c. You infringe Your confidentiality obligation set out in section 5.1;
  - d. You fail to meet warranties provided in section 7.A.
- D. Upon termination of the Agreement, Your right to use the KSI Services will cease immediately.

## 11. Applicable Law and Dispute Resolution

- A. The KSI Services is governed by the laws and regulations of Estonia.
- B. All disputes between Guardtime and You will be settled by negotiations. If an amicable agreement is not reached, the dispute will be resolved at Harju County Court as the court of first instance.
- C. You can submit Your claim or complaint on the following email: [info@guardtime.com](mailto:info@guardtime.com).

## 12. Contact

- A. If You have any questions regarding any of Guardtime's policies and terms, please email us at [info@guardtime.com](mailto:info@guardtime.com).

# Appendix A: Document Versioning

## A.1. Version History

Date (MM.YYYY)	Version	Author	Changes
04.2008	1.0	Guardtime	Creation of the document.
09.2018	2.0	Guardtime	Review and amendments to terminology.
11.2018	2.1	Product Owner	Fixed inconsistencies in version number. Improved clarifications for the extending service in the context of KSI Signature verification.
01.2019	2.2	Technical Writer	Updating the format to be consistent throughout GT documents.
02.2019	2.2	Product Owner, Legal Team	Legal review and major restructuring with respect to the eIDAS regulation and alignment with other documents.
05.2019	2.3	Product Owner	Changed approver from CEO to Management Team.