Terms and Conditions for Qualified Validation Services

These Terms and Conditions are published by TurstWeaver AB ("TrustWeaver"), a Swedish company with registered domicile at Kungsbron 1, E7, 111 22 Stockholm (SWEDEN). You may address any question and/or complaint referring to this document by contacting TrustWeaver at info-STH@sovos.com. The question and/or complaint will be processed by a member of TrustWeaver depending on the subject matter.

The below terms are intended for relying parties of qualified trust services provided by TrustWeaver, as regulated under Regulation 910/2014, and only to the extent that a separate agreement with TrustWeaver or an authorized vendor on this subject matter does not exist. The below terms may be amended under separate terms agreed with TrustWeaver in writing.

General

The Validation Policy apply to the provision of qualified validation services by TrustWeaver, as defined under Regulation (EU) 910/2014 (hereinafter, "Qualified Validation Service").

The Qualified Validation Service provided by TrustWeaver has been assessed by an external conformity assessment body in accordance with the Regulation (EU) 910/2014, certifying conformity against Articles 32 and 33 Regulation (EU) 910/2014, and applicable sections from ETSI TS 119 102.

Limitations on the use of the Services

TrustWeaver shall not be held liable for any damage arising from the use of the Services exceeding the limitations set out in this section. The Services are provided in an automated manner, designed based on machine protocol, without human intervention. Transcripts or responses of the Qualified Validation Service can be accessed by natural persons, including individuals with disabilities, by using appropriate applications publicly available on the market.

The Qualified Validation Service is only available for qualified electronic signatures and qualified electronic seals created after 1 July 2016 with qualified certificates issued by Certification Authorities recognised by TrustWeaver. If a Certification Authority is not recognised an error message is produced. This message does not convey, and cannot be construed as providing, any response from TrustWeaver as to the validity, legal effect, level of trustworthiness or appropriateness for any purposes of the qualified electronic signature or seal.

The Qualified Validation Service will only identify a certificate as a qualified certificate if such mention is expressly included in the corresponding certificate content.

Liability

In accordance with Article 13 of Regulation (EU) 910/2014, TrustWeaver is liable solely for damages caused to any natural or legal person intently or negligently due to TrustWeaver´s failure to comply with its obligations under Regulation (EU) 910/2014.

Monitoring

TrustWeaver maintains records (event logs) for the purposes of providing evidence of the correct operation of the Trust Services. These records will only be available to law enforcement authorities under court order and to persons with right to access to them upon legitimate request.

System logs must be retained for a minimum period of 9 months online and 4 months offline, for a total retention of one calendar year plus one month. Appropriate physical and access controls measures are implemented to ensure that the confidentiality and integrity of all records is maintained.

Governing Law and Jurisdiction

To the extent permitted under the applicable law, all matters arising out of or relating to the provisioning of the Service by TrustWeaver shall be governed by the laws of Sweden, excluding its conflict of law provisions. All disputes arising out of or relating to the provision of such Services shall be settled by the courts of Stockholm, Sweden.

History

	Document history		
Version	Updates	Applicable date	Publication date
v.1.0	External version	April 1st 2016	N/A
v.2.0	Communication channel introduced for questions and complains	April 1st 2018	N/A
v.3.0	Change of address and e-mail for questions and complaints. Formatting.	May 1st 2020	N/A
v.4.0	Change of retention period of logs. Formatting	May 4th 2021	N/A