

TERMS AND CONDITIONS FOR QUALIFIED TRUST SERVICES V5

1. GENERAL

- 1.1 These Terms and Conditions are published by TrustWeaver AB ("TrustWeaver"), a Swedish company with registered domicile at c/o Solna Business Park Svetsarvägen 15 171 41 Solna, Sweden.
- 1.2 You may address any question and/or complaint referring to this document by contacting TrustWeaver at infoSTH@sovos.com. The question and/or complaint will be processed by a member of TrustWeaver depending on the subject matter.
- 1.3 The below terms are intended for relying parties of qualified trust services provided by TrustWeaver, as regulated under Regulation (EU) No 910/2014 as amended by Regulation (EU) 2024/1183, 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.

2. QUALIFIED VALIDATION SERVICES

- 2.1 These terms apply to the provision of qualified validation services by TrustWeaver, as defined under Regulation (EU) No 910/2014 as amended by Regulation (EU) 2024/1183 (hereinafter, "Qualified Validation Service").
- 2.2 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) No 910/2014 as amended by Regulation (EU) 2024/1183, and applicable sections from ETSI TS 119 102.
- 2.3 The Qualified Validation Service operates under the TrustWeaver Signature Validation Policy, identified by OID 1.2.752.76.1.199.699.1.10. The policy is publicly available at <https://sovos.com/policies/>.
- 2.4 The Qualified Validation Service supports the validation of qualified electronic signatures and qualified electronic seals in the following formats: XAdES, CAdES, PAdES, and certain EDIFACT signatures. Validation is performed in accordance with the applicable validation policy. The service handles signatures with expired certificates, revoked certificates, or cryptographic algorithms whose usage period has been exceeded in accordance with the applicable validation process as described in the Trust Service Practice Statement. Where a signature cannot be validated, the service returns an appropriate indication in the validation report.

- 2.5 The applicable proof of existence standard, actor rights and obligations, and cryptographic algorithms applied by TrustWeaver are as set out in the Trust Service Practice Statement, available at <https://sovos.com/policies/>

3. QUALIFIED SEAL VALIDATION SERVICES

- 3.1 The Validation Policy applied to the provision of Management of Remote Qualified Seal Creation Devices services by TrustWeaver, as defined under Regulation (EU) 910/2014 as amended by Regulation (EU) 2024/1183 (hereinafter, "Qualified Seal Creation Validation Service").
- 3.2 The Qualified Seal Creation 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 Article 39a of Regulation (EU) No 910/2014 as amended by Regulation (EU) 2024/1183, and applicable sections from ETSI TS 119 431-1.

4. LIMITATIONS ON THE USE OF THE SERVICES

- 4.1 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.
- 4.2 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.
- 4.3 The Qualified Validation Service will only identify a certificate as a qualified certificate if such mention is expressly included in the corresponding certificate content.

5. LIABILITY

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

Regulation (EU) No 910/2014 as amended by Regulation (EU) 2024/1183.

6. MONITORING

- 6.1 TrustWeaver maintains records concerning the operation of the Trust Services for the purposes of providing evidence of correct operation. These records are disclosed only to law enforcement authorities under court order and to persons with a legitimate right of access upon request.
- 6.2 Records are maintained under confidentiality in redundant facilities to ensure availability throughout the period they are retained. Full log backups are created weekly and retained for a minimum period of 13 months. Electronically archived records are maintained in redundant servers subject to physical and logical access controls.
- 6.3 Logs relating to the Remote Qualified Seal Creation Device Management Service are retained for a minimum period of seven years after any certificate based on those records ceases to be valid, in accordance with applicable regulatory requirements.

7. GOVERNING LAW AND JURISDICTION

- 7.1 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.

Version 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 complaints	April 1st 2018	N/A
v.3.0	Change of address and e-mail for questions and complaints. Formatting.	May 1 st 2020	N/A
v.4.0	Change of retention period of logs. Formatting .	May 4 th 2021	N/A
v.5.0	Updated address; updated regulation reference; addition of sections 2.3, 2.4, 2.5 and 3 (Qualified Seal Creation Device Service); updated log retention period.	April 17 th 2026	May 5 th 2026