



Pursuant to Article 15 of the Financial Agency Act (Official Gazette No. 117/01, 60/04, 42/05) and Article 23 of the Constitution of the Financial Agency consolidated text (Class: 010-00/09-03/2, Ref 01-09-3, dated 25 November 2009), the Management Board of the Financial Agency hereby issues these:

TERMS AND CONDITIONS OF PROVIDING QUALIFIED ELECTRONIC TIME STAMP SERVICE

1. Introduction and definition of terms

- 1.1. These Fina's Terms and Conditions of Providing Qualified Electronic Time Stamp Service (hereinafter referred to as the Terms and Conditions) apply to the provision of the qualified electronic time stamp service via the Fina QTSA 2017 Service Facility for the issuance of qualified electronic time stamps.
- 1.2. A qualified electronic time stamp (hereinafter referred to as the Electronic Time Stamp) is a qualified electronic time stamp in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
- 1.3. The Terms and Conditions applies to and are binding upon Subscriber and Relying Party.
- 1.4. A Subscriber is a contractually capable natural person or business entity with whom Fina enters into an Electronic Time Stamp Service Agreement (hereinafter referred to as the Subscriber). Such natural person referred to in the preceding sentence is a person with whom Fina enters into an Electronic Time Stamp Service Agreement regardless of his business activities or solo practice or such business entity referred to in the preceding sentence is a legal person (corporation, public or private institution, association, incorporated fund, local and regional self-administration units, etc.), a public authority (state authority, state administration body, etc.) or a natural person with a registered or unregistered business.
- 1.5. An Associated Person is a natural person employed by or otherwise associated with a business entity and authorized by such business entity to use the Electronic Time Stamp Service.
- 1.6. A Relying Party is a natural person or business entity receiving and relying on an Electronic Time Stamp (hereinafter referred to as the Relying Party). Before relying on the Electronic Time Stamp, the Relying Party has to verify the Electronic Time Stamp signature and the revocation status of the Electronic Time Stamp's certificate at the time the time stamp signature is created. The revocation status may be verified by using Fina's OCSP online certificate revocation status verification service or by using the valid certificate revocation list (CRL). In case the Electronic Time Stamp is verified after the validity period of the Electronic Time Stamp Service's certificate, the Relying Party should check that the private key used to sign the Electronic Time Stamp was not compromised at any time, that the cryptographic hash algorithm is still considered secure and that the signature cryptographic algorithm and the length of

the signature key used to sign the Electronic Time Stamp are still considered secure. As the Service Provider, Fina is not responsible for any consequences resulting from Relying Party's reliance on an Electronic Time Stamp received without performing the above obligations. The Relying Party complies with the Time Stamping Policy (hereinafter referred to as QTP).

Fina's Time Stamping Practice Statement (hereinafter referred to as QTPS) describes the practices and procedures used by Fina to provide its qualified time stamping service in accordance with the provisions of QTP.

- 1.7. The qualified electronic time stamp service refers to the Electronic Time Stamp Service within the meaning of the applicable regulations (hereinafter referred to as the Service).
- 1.8. The Fina QTSA 2017 Qualified Electronic Time Stamp Service Facility is Fina's integral commercial IT system by which is ensures the provision of the Service (hereinafter referred to as the Service Facility).
- 1.9. The Service Facility is available to the Subscriber at the following internet addresses (URL):
 - authentication using a certificate: <https://tsa.fina.hr/ts-rfc3161>;
 - authentication using a username and password: <https://tsa.fina.hr:3443/ts-rfc3161>.
- 1.10. The Electronic Time Stamp request profile accepted by the Service and the Electronic Time Stamp profile of Time Stamp issued by the Service are in compliance with the standard ETSI EN 319 422.
- 1.11. The Service Provider is Financial Agency (hereinafter referred to as the Provider and/or Fina).
- 1.12. The Service Agreement is an agreement entered into between the Subscriber and the Service Provider in accordance with these Terms and Conditions, the general provisions of the law of obligations, QTP and the regulations applicable to the provision of the Service (hereinafter referred to as the Agreement).
- 1.13. At execution of the Agreement, it is considered that the Subscriber is deemed to be familiar with the provisions of the Agreement, the Terms and Conditions and other integral parts of the Agreement and to accept them.
- 1.14. In providing Qualified Electronic Time Stamp Service Fina applies the following laws and acts:
 - Provisions of the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC,
 - Provisions of the Act Implementing Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Council Directive 1999/93 / EC (Croatian Official Gazette 62/2017),

- Provisions of the Ordinance on the provision and use of trust services (Official Gazette 60/2019),
- Qualified Time-Stamp Policy, OID: 1.3.124.1104.2.3.1.1.7, (QTP),
- Qualified Time-Stamping Practice Statement, OID: 1.3.124.1104.2.3.2.1.7, (QTPS),
- this Terms and Conditions of Providing Qualified Electronic Time Stamp Service.

1.15. Current QTP, QTPS and these Terms and Conditions are published on the web page <https://www.fina.hr/en/subscriber-documents>.

2. Obligations and responsibilities

- 2.1. When providing and using the Service, the Provider and Subscriber, in addition to the Terms and Conditions and other integral parts of the Agreement, comply with the provisions of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter referred to as the Regulation), the Implementing Act of Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Council Directive 1999/93 / EC (hereinafter referred to as the Act) and the subordinate legislation issued pursuant to the Act.
- 2.2. The Service Provider in its provision of the Service complies with the provisions of QTP and other Fina's documents applicable to the provision of the service, as published on the web page referred to in Section 1.15 of this Terms and Conditions.
- 2.3. Service Provider conducts all procedures in connection with the provision of Service in a nondiscriminatory manner and makes its Service available to all Subscribers and Relying Parties that accept their obligations and responsibilities defined in these Terms and Conditions.
- 2.4. For logging to the Service Facility, the Subscriber has to at its sole expense obtain an authenticating certificate. Authenticating production certificates for Service registration are issued by Fina's Certification Authorities Fina RDC 2015, Fina RDC 2020 or Fina RDC-TDU 2015, and may be issued on smart card or USB token, or as soft certificate. For logging to the Service Facility, the Subscriber may also use a certificate issued by another Trust Service Provider accepted by Fina.
- 2.5. To access the Service Facility, the Subscriber shall at its sole expense obtain a Subscriber application in accordance with the standard ETSI EN 319 422 or by IETF RFC 3161 document (hereinafter referred to as the Subscriber Application). The Subscriber Application must support logging into the Service Facility by using a Certificate. The Subscriber Application must ensure full interoperability with the Service Facility, which is Subscriber's responsibility.
- 2.6. The Subscriber must not request an Electronic Time Stamp for data or documents whose content is in violation of the Constitution of the Republic of Croatia, the applicable mandatory regulations or social morality. Otherwise, he is liable to the

Provider for any damage. In case the Provider becomes aware that the Subscriber acts contrary to the obligation defined in the first sentence of this Section, the Provider may terminate the Agreement with immediate effect and cease to provide the service without allowing the Subscriber a subsequent period for performance by giving the Subscriber a notice in accordance with Section 8.1 of these Terms and Conditions. The Provider may give such notice before, during or after discontinuing the provision of the Service and the Agreement shall be deemed terminated as of the time the Service is discontinued.

- 2.7. The Subscriber is responsible for the content of the data or documents time-stamped by the Electronic Time Stamp.
- 2.8. The Subscriber has to use due diligence in keeping the private key and the associated activation or authentication data used by him to access the Service Facility. The Subscriber has to ensure that no unauthorized person is allowed access to the private key and the associated activation or authentication data used by him to access the Service Facility. Otherwise, he is liable for any damage suffered by him, a third party and/or the Provider as a result of his actions and/or omissions.
- 2.9. If the Subscriber does not use the Service a single time within one year of the registration date for the use of the Web e-Signature application using an Associated Person's Certificate or an Application Certificate or Soft Certificate registered for accessing the Service, the Service Provider is entitled to deny access to the Service for such certificate subject to a notice to be given to the Subscriber in accordance with Section 8.1 of these Terms and Conditions without denying the Subscriber access by using other Subscriber's certificates through which he used the Service. If the Service Provider denies Subscriber access to the Service according to the preceding sentence, the Agreement shall be terminated as of the time of such denial and the Subscriber shall be given the notice in accordance with Section 8.1 of these Terms and Conditions.
- 2.10. The Subscriber warrants that all particulars provided by him in the Electronic Time Stamp Service Application given by using the Registration Form for Fina's qualified time-stamping service Fina QTSA 2017 (hereinafter referred to as the Registration Form) are complete, accurate and true. In case the Registration Form is submitted electronically, it has to be submitted as defined in Section 3.9 of these Terms and Conditions.
- 2.11. In case the Agreement is entered into based on an incomplete and/or inaccurate or untrue Registration Form, the Provider may, after it becomes aware of this fact, terminate the Agreement with immediate effect and cease to provide the service without allowing the Subscriber a subsequent period for performance by giving the Subscriber a notice in accordance with Section 8.1 of these Terms and Conditions. The Provider may give such notice before, during or after discontinuing the provision of the Service and the Agreement shall be deemed terminated as of the time the Service is discontinued.
- 2.12. The Service Provider is responsible for the accuracy of the time data incorporated in each Electronic Time Stamp with accuracy of 1 second or better.

- 2.13. The Subscriber has to diligently monitor and obtain information about any amendments to the relevant legislation applicable to the provision of qualified electronic time stamp services.
- 2.14. The Subscriber has to diligently monitor and obtain information published on the web page referred to in Section 1.15 of these Terms and Conditions about any amendments to the Terms and Conditions or any of the regulations referred to in Section 3.1 and Section 3.2 of these Terms and Conditions.
- 2.15. In consideration of using the Service, the Subscriber has to pay the Service Provider a fee according to Fina's Pricelist applicable to the Service, which is published on the web page referred to in Section 1.15 of these Terms and Conditions, within 15 days of the invoice date.
- 2.16. The Subscriber must not assign or otherwise transfer his rights and obligations under the Agreement.

3. Entry into the Agreement and accessing the Service Facility

- 3.1. The Agreement comprises the Registration Form, the current Terms and Conditions and QTP that are published on the web page referred to in Section 1.15 of these Terms and Conditions, and any amendments to the Terms and Conditions or QTP made, published and being applicable in accordance with QTP.
- 3.2. For Subscribers accessing the Electronic Time Stamp Service via the Web e-Signature application, the Electronic Time Stamp Service Agreement comprises the Web e-Signature current General Terms and Conditions (hereinafter referred to as the General Terms and Conditions) published on the web page <https://eposlovanje.fina.hr/WebEPotpis>, the Terms and Conditions, QTP, and any amendments to the Terms and Conditions or QTP made, published and being applicable in accordance with QTP.
- 3.3. In case of any discrepancy between any provisions of the documents specified in Section 3.1 and Section 3.2 of these Terms and Conditions or any ambiguity therein, they have to be interpreted impartially to establish an equitable relationship between the mutual performances of the Subscriber and Provider in accordance with the applicable mandatory regulations.
- 3.4. A duly completed and signed Registration Form submitted to the Provider in accordance with these Terms and Conditions constitutes a proposal to enter into the Agreement.
- 3.5. By submitting his Registration Form, the Subscriber acknowledges that he has prior to submitting the Registration Form examined the Terms and Conditions and QTP and the regulations referred to therein and that he accepts all their provisions and undertakes to comply with them.
- 3.6. The Registration Form must be completed in its entirety according to the capacity of the submitter.
- 3.7. By specifying his street and street number, postal code, city, country, telephone number and e-mail address, the Subscriber irrevocably declares that the Provider shall be authorized, including all necessary legal effects, to notify him, report all



relevant circumstances, or send him letters with respect or in connection with the performance of the Agreement and/or his use of the Service according to such particulars at Provider's sole discretion in accordance with Section 8.1 of these Terms and Conditions.

- 3.8. The Registration Form has to be submitted personally or mailed to the Provider's Registration Office or to any other place designated by the Provider for that purpose.
- 3.9. The Registration Form may also be submitted electronically, in which case it must be signed by a qualified electronic signature or advanced electronic signature based on a qualified certificate issued by a Qualified Trust Service Provider or certificate issued by Fina RDC 2015, Fina RDC 2020 or Fina RDC-TDU 2015 CA. The Registration form must be signed by Subscriber or Legal Representative and submitted to the e-mail address specified in Section 8.3 of these Terms and Conditions.
- 3.10. The Provider shall respond to the proposal by accepting or rejecting it within 5 (five) business days following its receipt, using one of the options defined in Section 8.1 of these Terms and Conditions.
- 3.11. The Provider is entitled to reject any Registration Form not duly completed and signed by the Subscriber, if the Provider has reason to suspect that the information about the Subscriber's identity, his legal and contractual capacity or his authority or right to represent is inaccurate or untrue, if the Subscriber owes the Provider any debt the Provider finds unlikely to be paid, if the Subscriber abuses or allows the abuse of the Service Facility or any other Provider's service, or in any other justified circumstances.
- 3.12. The Agreement is deemed entered into as of the time the Subscriber receives Provider's response referred to in Section 3.10 of these Terms and Conditions. In case the response is sent by e-mail, the Subscriber is deemed to have received the response as of the time the e-mail leaves the information system controlled by the Provider, irrespective of whether or not it enters at such time the information system controlled by the Subscriber.
- 3.13. After the Agreement is entered into, the Subscriber may at any time, by submitting a fully and accurately completed Registration Form, request the Service for new Associated Person's certificates or new application certificates, or request that the service be discontinued for particular registered Associated Person's Certificates or registered Application Certificates. The submission of this request does not result in a new Agreement and the Registration Form becomes an integral part of the Agreement entered into pursuant to Section 3.12 of these Terms and Conditions.



4. Term and termination of the Agreement

- 4.1. The Agreement is entered into on an indefinite basis.
- 4.2. The Agreement may cease to exist by cancelation, termination, by mutual consent or otherwise.
- 4.3. The Provider and the Subscriber may cancel the Agreement by one month's notice. The Provider may cancel the Agreement as defined in Section 8.1 of these Terms and Conditions. The Subscriber may cancel the Agreement as defined in Section 8.3 of these Terms and Conditions.
- 4.4. In addition to the right to termination with immediate effect according to Sections 2.7, 2.10, 2.12, 5.1 and 7.4 of these Terms and Conditions, either party may terminate the Agreement if the other party fails to perform its obligations under the Agreement, subject to allowing the other party an appropriate subsequent period to perform its obligation. In such case, the Agreement shall be terminated as of the expiry of such subsequent period without performance. In case it arises from the conduct of the other party that it shall not be able to perform its obligation within such appropriate subsequent period, the Agreement may be terminated without allowing such appropriate subsequent period for performance. The notice of termination has to explain the other party's nonperformance and has to be given in accordance with Sections 8.1 and 8.3 of these Terms and Conditions. The breaching party has to compensate the other party for any damage.
- 4.5. The parties to the Agreement may at any time mutually agree upon the termination of the Agreement. They may make the termination agreement in paper format, by exchanging fax messages or by exchanging e-mail messages, the latter to be signed as described in Section 3.9 of these Terms and Conditions.
- 4.6. Otherwise, the Agreement shall terminate and the Provider shall cease to provide the Service on expiry or revocation of the last certificate the Subscriber was required to obtain pursuant to Section 2.4 of these Terms and Conditions.
- 4.7. In case the Agreement ceases to exist by cancelation, termination or otherwise, all fees and other debts owed by the Subscriber become due and payable immediately after the Agreement terminates.

5. Amendments to the Agreement

- 5.1. The Provider is entitled to unilaterally amend the Terms and Conditions, QTP and other Fina's documents concerning the provision of the service published on the web page referred to in Section 1.15 of these Terms and Conditions without giving prior notice to the Subscriber, but is obliged, as soon as they are issued, to publish them on the mentioned web page. Such amended Terms and Conditions, QTP or any other Fina's documents bind upon the Subscriber as of the date they are issued, unless the Subscriber notifies the Provider of his non-acceptance thereof in accordance with Section 8.3 of these Terms and Conditions within 15 (fifteen) days of their issuance, in which case such Subscriber's notice shall be treated as Subscriber's notice of termination of the Agreement with immediate effect without the right to compensation for any damage and/or any refunds. In such case, the Provider shall be entitled to

immediately deny the Subscriber the Service and their relationship up to the termination date shall be subject to the provisions of these Terms and Conditions, QTP and other Fina's documents applicable on the execution date of the Agreement, save for alignment as referred to in Section 5.2 of these Terms and Conditions.

- 5.2. The Provider is entitled to unilaterally align these Terms and Conditions, QTP and other Fina's documents specified in Section 2.2 of these Terms and Conditions with the mandatory legislation without giving prior notice to the Subscriber, but is obliged, as soon as they are issued, to publish them on the web page referred to in Section 1.15 of these Terms and Conditions. Such aligned Terms and Conditions, QTP and internal regulations bind upon the Subscriber as part of the Agreement according to Section 3.1 of these Terms and Conditions. In such case, the Subscriber may cancel the Agreement in accordance with these Terms and Conditions.

6. Language, applicable law and resolution of disputes

- 6.1. The Agreement is made in the Croatian language and all communication pursuant to the Agreement is normally conducted in Croatian.
- 6.2. The Provider may have integral parts of the Agreement translated into English or any other language. In case of any discrepancy between the Croatian version and its translation, the Croatian version shall prevail.
- 6.3. The Agreement is governed by the law of the Republic of Croatia.
- 6.4. The parties endeavor to resolve any disagreements and/or misunderstandings between them by mutual negotiations; otherwise, they submit to the jurisdiction of the relevant court in Zagreb.

7. Use of personal data

- 7.1. The Provider is entitled, within the meaning of the applicable personal data protection regulations, to process Subscriber's personal data made available to it through the Registration Form, public registries, other publicly available sources, or the Records of Personal Identification Numbers available to it pursuant to the relevant regulations for the purpose of performing its activities and for the provision of the Service, and to send informative notifications about the Service to the relevant e-mail address(es) or to contact the Subscriber by telephone.
- 7.2. The Provider is also entitled to process personal data for the purpose of investigating, detecting and/or preventing any abuse of the Service.
- 7.3. The Subscriber has to provide to the Provider accurate and true personal data and has to notify it of any changes thereto in accordance with Section 8.3 of these Terms and Conditions.
- 7.4. In case the Subscriber fails to comply with Section 7.3 of these Terms and Conditions, the Provider may terminate the Agreement with immediate effect and discontinue providing the Service without allowing the Subscriber a subsequent period for performance by giving the Subscriber a verbal, written or electronic notice according to the particulars provided in the Registration Form. The Provider may dispatch such notice before, during or after discontinuing the provision of the Service.

8. Notices

- 8.1. Where the Provider is entitled or required under these Terms and Conditions and/or the relevant regulations to provide to the Subscriber any notification, report, response, notice of cancelation of the Agreement, notice of termination of the Agreement or the like, it is entitled to provide it in paper format or by e-mail to the Subscriber's e-mail address specified in the Registration Form or to such other e-mail address as subsequently notified by the Subscriber to the Provider according to Section 7.3 of these Terms and Conditions. In case such notice is given by e-mail, it has to be signed by an electronic signature.
- 8.2. The Provider shall issue its invoices for the Service to the Subscriber in paper format, to the address specified by the Subscriber in the Registration Form or to such other address as subsequently notified by the Subscriber to the Provider according to Section 7.3 of these Terms and Conditions.
- 8.3. Where the Subscriber is entitled or required under these Terms and Conditions and/or the relevant regulations to provide to the Provider any notification, report, response, notice of cancelation of the Agreement, notice of termination of the Agreement, complaint or the like, it is entitled to provide it in paper or electronic format to the postal or e-mail address specified below or the specified fax number.

Postal address:

Fina
e-Business Centre
Ulica grada Vukovara 70
10000 Zagreb
Croatia

E-mail: info.rdc@fina.hr,

Fax: +385-1- 6304-081

In case a notification, notice or the like is given by e-mail, it must be signed as described in Section 3.9 of these Terms and Conditions.

9. Complaints handling

- 9.1. The Subscriber is entitled to submit an objection or complaint to the Provider at his option as defined in Section 8.3.
- 9.2. The Provider has to respond to such complaint as referred to in Section 9.1 of these Terms and Conditions within 15 days in accordance with Section 8.1 of these Terms and Conditions.
- 9.3. Subscriber's complaint about an invoice issued by the Provider does not delay the maturity or payment of such invoice in accordance with Section 2.15 of these Terms and Conditions.



10. Effective date

These Terms and Conditions of Providing Qualified Electronic Time Stamp Service are filed under Class: 032-01/23-03/38, Ref.: 118-09-04-23-5 and shall become effective as of 24 January 2023.



QTSA DISCLOSURE STATEMENT

1. AGREEMENT

This Qualified Electronic Time Stamp Authority Disclosure Statement (hereinafter referred to as the Disclosure Statement) does not replace the provisions of the Terms and Conditions of Providing Qualified Electronic Time Stamp Services (hereinafter referred to as the Terms and Conditions) or the provisions of the current version of QTP and does not constitute an Agreement, but is its integral part and so are the Terms and Conditions.

Pursuant to Section 3.1 of the Terms and Conditions, the Agreement entered into by Subscribers with Fina as the Qualified Electronic Time Stamp Service Provider consists of the Registration Form, the Terms and Conditions and QTP.

Pursuant to Section 3.2 of the Terms and Conditions, Subscribers who use Fina's digital certificates issued on a Fina e-Card/USB token for access to the Qualified Electronic Time Stamp Service via the Web e-Signature application available online have to accept the Web e-Signature General Terms and Conditions at the time of registering.

The Web e-Signature General Terms and Conditions are available on Fina's Web e-Signature web pages. Subscribers accessing the Qualified Electronic Time Stamp Service via Web e-Signature do not need to submit a completed Registration Form. For such Subscribers, the Qualified Electronic Time Stamp Service Agreement consists of the Web e-Signature General Terms and Conditions, the Terms and Conditions and QTP.

2. CONTACT DETAILS

The contact information of Fina as Qualified Electronic Time Stamp Provider is as follows:

Postal address:

Fina
e-Business Centre
Ulica grada Vukovara 70
10000 Zagreb
Croatia

E-mail: info.rdc@fina.hr

Fax: +385-1-6304-081

Website: <https://www.fina.hr/finadigicert>

3. QUALIFIED ELECTRONIC TIME STAMP AND ITS USE

The Fina QTSA 2017 Service issues Qualified Electronic Time Stamps as required by QTPS, which is compliant with ETSI EN 319 421.

Each Qualified Electronic Time Stamp issued by Fina contains the identifier (OID) of the QTP document it was issued under.

The applicable QTP OID is: 1.3.124.1104.2.3.1.1.7



The provision of the Qualified Electronic Time Stamp Service is also in compliance with the ETSI Best Practices Time-Stamp Policy (BTSP):

ETSI EN 319 421, BSTP: Best Practices Time-Stamp Policy, OID: 0.4.0.2023.1.1

The issuer of TSU certificate for the Fina QTSA 2017 Service (hereinafter: Fina QTSA 2017 certificate) is Fina's Certification Authority (CA) Fina RDC 2020.

The supported hash algorithm for data for which Qualified Electronic Time Stamps is requested is SHA-256 (OID: 2.16.840.1.101.3.4.2.1).

Fina QTSA 2017 signs Qualified Electronic Time Stamps protecting the integrity of the Qualified Electronic Time Stamp and identifying itself as the issuer of Qualified Electronic Time Stamps.

The signature used by Fina QTSA 2017 to sign a Qualified Electronic Time Stamp is created by using the signature algorithm SHA-256 s RSA. The length of the Fina QTSA 2017 signature RSA key is 2048 bits.

The Qualified Electronic Time Stamp issued by Fina QTSA 2017 is used in the electronic signature area for reliable verification of an electronic, advanced or qualified electronic signature after the signature certificate is revoked or expires.

The Qualified Electronic Time Stamp may also be used for other purposes requiring reliable determination of the existence of an electronic record before a particular point in time. Fina's Qualified Electronic Time Stamp Service may be used for time stamping of electronic transactions, documents, forms, long-term retention of electronic signatures, etc.

It is prohibited to use the Qualified Electronic Time Stamp for such data or electronic records whose content is in violation of the Constitution of the Republic of Croatia, the applicable mandatory regulations or social morality.

The validity of Fina's Qualified Electronic Time Stamps is verified in accordance with Section 6. of this Disclosure Statement.

The validity period of Fina QTSA 2017's TSU private key is specified in the *PrivateKeyUsagePeriod* extension within the Fina QTSA 2017 Certificate and is 12 months.

The validity period of Fina QTSA 2017 Certificate is specified in the *Validity* field within the Certificate and is 4 years.

Depending on the validity period of the Fina QTSA 2017's TSU private key and corresponding Certificate, the period in which an issued Electronic Time Stamp may be verified based on a valid Fina QTSA 2017 Certificate shall be no less than 3 and no more than 4 years, depending on the time of issuance of Electronic Time Stamp.

Relying Parties may use the Fina QTSA 2017 Certificate to validate the TSU signature in issued Qualified Electronic Time Stamps even after the expiry of the Fina QTSA 2017 Certificate's validity period, in accordance with Section 6. of this Disclosure Statement.



4. SCOPE OF RELIANCE

Fina is responsible for the accuracy of the time data incorporated in Qualified Electronic Time Stamps.

The UTC time data incorporated in each Qualified Electronic Time Stamp has a deviation of less than +/- 1 s.

The primary reliable source of UTC time in the Fina QTSA 2017 system is the satellite GPS signal.

As an alternative reliable source of UTC time, the Fina QTSA 2017 system utilizes UTC data obtained through an Internet connection using the NTP protocol that enables synchronization with the reliable source of the UTC time of reference laboratory.

In case of any deviation from the specified UTC time accuracy, Fina shall suspend its issuance of Qualified Electronic Time Stamps until the required time accuracy is restored.

All archived data and documentation of the Fina QTSA 2017 system shall be retained for at least 10 years.

The data to be archived are described in Section 5.5.1 of QTPS.

5. SUBSCRIBER'S OBLIGATIONS

The Subscriber's obligations and responsibilities are specified in Section 2. of the Terms and Conditions and in Sections 9.6.3 and 9.7.3 of QTPS.

A Subscriber to whom a Qualified Electronic Time Stamp is being issued should validate of the Electronic Time Stamp in accordance with the Electronic Time Stamp validation procedure described in Section 6. of this Disclosure Statement.

Unless otherwise defined by a specific agreement, the Subscriber shall pay Fina a fee for using the Fina QTSA 2017 service, the amount and payment method of which are defined in the pricelist published on the web pages referred to in Section 2. of this Disclosure Statement.

6. TSU CERTIFICATE STATUS VERIFICATION AND OBLIGATIONS OF RELYING PARTIES

The obligations and responsibilities of Relying Parties are specified in Section 1.6 of the Terms and Conditions and in Sections 9.6.4 and 9.7.4 of QTPS.

Before relying on a Qualified Electronic Time Stamp, the Relying Party has to consider all limitations of the scope of use specified in Section 3. of this Disclosure Statement and shall perform the validation process of the Electronic Time Stamp.

Qualified Electronic Time Stamp validation includes:

- verification that the Electronic Time Stamp has been correctly signed and that the private key used to sign the Electronic Time Stamp has not been compromised until the time of the verification,

- checking that the Electronic Time Stamp meets the specific requirements with respect to accuracy, reliability Fina QTSA 2017 service and Fina as qualified trust service provider, respectively,
- checking the limitations on the usage of the Electronic Time Stamp set forth in Section 3. of this Disclosure Statement and taking into account any other precautions prescribed in agreement and the Terms and Conditions.

Signature verification of the Fina QTSA 2017 on the received Qualified Electronic Time Stamp includes verification of the validity of the Fina QTSA 2017's Certificate used to sign the Qualified Electronic Time Stamp. The certificate status may be verified by using the Fina OCSP Service for online certificate status verification, the internet address of which is specified in the *Authority Information Access* extension of the Fina QTSA 2017 Certificate. The revocation status of the Fina QTSA 2017 Certificate may also be verified using the CRL published on the LDAP server and the web server. The internet addresses of the published CRLs for verifying the revocation status of Fina QTSA 2017 Certificates are specified in the *CRL Distribution Points* extension of the Fina QTSA 2017 Certificate.

In case a Qualified Electronic Time- Stamp is being validated after the validity period of a Fina QTSA 2017 Certificate, the Relying party should check on the web page at <https://www.fina.hr/vremenski-zig> whether or not the TSU private key has been compromised and whether or not the signature cryptographic algorithm and the length of the TSU signature key used to sign the Electronic Time Stamp are still considered secure.

7. LIMITATIONS OF LIABILITY

Fina is responsible for ensuring that all requirements relating to the provision of Qualified Electronic Time Stamp Services, including procedures pertaining to the issuance of Qualified Electronic Time Stamps, system auditing and security controls, are in compliance with the provisions of QTPS.

Fina's total financial liability for Qualified Electronic Time Stamps issued by it is specified in Section 9.9 of QTPS.

Fina is not liable for damages in accordance with the limitations of liability specified in Section 9.8 of QTPS.

8. FINA'S DOCUMENTS

Fina's publicly disclosed documents applicable to the provision of the Qualified Electronic Time Stamp Service are QTP, QTPS, the Terms and Conditions, the Agreement, as specified in Section 1. of this Disclosure Statement, this Disclosure Statement, the Registration Form and Subscriber Instructions. These Fina's documents and a list of legislation relevant to the provision of Qualified Electronic Time Stamp Services are published on the Fina's web pages at <https://www.fina.hr/vremenski-zig>.



9. PERSONAL DATA PROTECTION

Fina as Qualified Trust Service Provider applies the provisions of the Act Implementing General Data Protection Regulation and other acts which regulates protection of personal data. Protection of Subscriber's personal data is described in Section 9.4 of QTPS.

10. FEE REFUND

Fina refunds fees to Subscribers in the event of incorrect payment or overpayment.

11. RESOLUTION OF DISPUTES AND APPLICABLE LAW

Participants may file a complaint and appeal to Fina if they believe there exists a discrepancy in the content of services that are subject of the Certification Service Agreement. Fina shall reply to the complaint and appeal. Complaint or appeal have to be filed in paper or electronic form and submitted to a contact address listed in Section 1. of this Disclosure Statement.

In the event of a dispute or disagreement between Fina and other participants due to actions and/or procedures regarding provision of the Qualified Electronic Time Stamp Service, the participants shall try to reach an amicable solution. Otherwise, the matter shall be resolved by the competent court in Zagreb by applying Croatian law.

Class: 032-01/23-03/38

Ref.: 118-09-04-23-4

Date: 23 January 2023