

IMPORTANT: READ CAREFULLY

THIS ATHEX TIME-STAMPING AUTHORITY (TSA) SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE SUBSCRIBER OF ATHEX TIME-STAMPING SERVICES ("YOU" OR "THE SUBSCRIBER") AND HELLENIC EXCHANGES-ATHENS STOCK EXCHANGE ("ATHEX").

ALL SUBSCRIBERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE SUBSCRIBER OF ATHEX TIME-STAMPING SERVICES. THIS AGREEMENT INCORPORATES BY REFERENCE CONDITIONS OF THE ATHEX TIME-STAMP POLICY/PRACTICE STATEMENT ("ATHEX-TSP/PS") AND APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS") LOCATED AT <http://www.athexgroup.gr/digital-certificates-pki-regulations>.

THE USE OF THE ATHEX TIME-STAMPING SERVICE SIGNIFIES THAT THE SUBSCRIBER ACKNOWLEDGES THAT THEY AGREE AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS SUBSCRIBER AGREEMENT, THE ATHEX-TSP/PS AND THE CP/CPS.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE ATHEX-TSP/PS AND CP/CPS.

1. **Introduction:** The ATHEX Time-stamping Authority (ATHEX-TSA) uses public key infrastructure and trusted time sources to provide reliable, standards-based time-stamps. The ATHEX-TSA delivers time-stamping services in accordance with the Regulation (EU) No 910/2014 ("eIDAS Regulation") as well as other applicable national laws and regulations.

2. **Applicable documents:** The ATHEX Time-Stamp Policy/Practice Statement (ATHEX-TSP/PS), ATHEX TSA Disclosure Statement and the ATHEX CP/CPS provide more details as to the ATHEX Policies in relation to Time-Stamping. The ATHEX-TSA is also operated in accordance with a number of standards that are listed in the ATHEX-TSP/PS.

3. **Use, Purpose and Limitations:** The ATHEX-TSA aims to deliver time-stamping services used in accordance with the eIDAS Regulation. However, ATHEX time-stamps may be equally applied to any application requiring proof that a datum existed before a particular time.

4. **Role and Obligations of the ATHEX Time-stamping Authority:** ATHEX undertakes the following obligations to TSA Subscribers:

- ✓ To operate in accordance with the ATHEX-TSP/PS, the ATHEX CP/CPS, and other relevant operational policies and procedures.
- ✓ To operate in accordance with the relevant stipulations of the eIDAS and ETSI Regulations.
- ✓ To ensure that Time-Stamping Units (TSUs) maintain a minimum Coordinated Universal Time (UTC) time accuracy of ± 1 second.
- ✓ To undergo internal and external reviews to assure compliance with relevant legislation and internal ATHEX policies and procedures.
- ✓ To provide high availability access to ATHEX-TSA systems except in the case of planned technical interruptions, loss of time synchronization, and causes outlined in the relevant section of the ATHEX-TSP/PS.

5. Role and Obligations of the Subscriber: When obtaining a Time-Stamp Token (TST), the Subscriber should verify that the TST has been correctly signed and that the private key used to sign the TST has not been revoked. The Subscriber shall use the ATHEX Time-Stamping service in accordance with the ATHEX-TSP/PS, CP/CPS, ETSI EN 319 421 and also the relevant provisions in ETSI EN 319 422.

6. Relying Party Obligations: Before placing any reliance on a Time-Stamp, the Relying Party shall verify that the TST has been correctly signed and that the private key used to sign the TST has not been revoked. If this verification takes place after the end of the validity period of the certificate, the Relying Party should follow the guidance denoted in Annex D of ETSI EN 319 421. The Relying Party should take into account any limitations on usage of the time-stamp indicated by this Subscriber Agreement, the ATHEX-TSP/PS and any other precautions documented by ATHEX.

7. DISCLAIMER OF WARRANTIES. ATHEX is not liable to any (subscriber or third party) if its operations were in accordance with the Rules and the relevant ATHEX-TSP / PS OR CP / CPS Policy. The timestamping service offered to the subscriber is provided by ATHEX "as is" and the responsibility for the suitability and for the purpose it wishes or whether to use it or not is the sole responsibility of the subscriber

8. LIMITATION OF LIABILITY AND DAMAGES: ATHEX undertakes to operate the ATHEX-TSA in accordance with the ATHEX-TSP/PS, the CP/CPS, and this Subscriber Agreement. ATHEX makes no express or implied representations or warranties relating to the availability or accuracy of the time-stamping service. ATHEX shall not in any event be liable for any loss of profits, loss of sales or turnover, loss or damage to reputation, loss of contracts, loss of customers, loss of the use of any software or data, loss or use of any computer or other equipment save as may arise directly from breach of the ATHEX-TSP/PS or CP/CPS, wasted management or other staff time, losses or liabilities under or in relation to any other contracts, indirect loss or damage, consequential loss or damage, special loss or damage, and for the purpose of this paragraph, the term "loss" means a partial loss or reduction in value as well as a complete or total loss. ATHEX bears specific liability for damage to Subscribers and Relying Parties in relationship to valid qualified digital certificates relied upon in accordance with specific national laws and regulations.

9. Assignment: The Subscriber shall not assign its rights or delegate its obligations under this Agreement to any third party. Any attempted assignment or delegation will be void. ATHEX may assign its rights and delegate its obligations under this Agreement upon notice to the Subscriber.

10. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable or void, that provision will be ineffective, but only to the extent that it is illegal, unenforceable or void, and will be amended to the extent necessary to make it legal and enforceable while preserving its intent. In addition, if the remainder of this Agreement will not be affected by that declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the maximum extent permitted by law. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

11. **Governing Law:** The ATHEX-TSA aims to deliver time-stamping services in accordance with the eIDAS Regulation, as well as under applicable Greek regulations.

12. **Entire Agreement, Amendment:** This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or understandings between the parties regarding its subject matter. If there is any conflict between the provisions of this Agreement and the ATHEX-TSP/PS or CP/CPS, the provisions of this Agreement will prevail. This Agreement may be amended or modified only by a written instrument executed by both parties. Updates to this Agreement will be posted on the ATHEX website at <http://www.athexgroup.gr/digital-certificates-pki-regulations>

13. **Force Majeure:** ATHEX is excused from performance under this Agreement and has no liability to the Subscriber or any third-party for any period when ATHEX is prevented from performing all or part of its obligations, due to an act of God, war, civil disturbance, court order, labour dispute, or other similar event beyond ATHEX' reasonable control.

14. **Notices:** All notices provided by the Subscriber are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

**HELLENIC EXCHANGES - ATHENS STOCK EXCHANGE (ATHEX)
DIGITAL CERTIFICATION SERVICES**

110 Athinon Ave., 10442

Athens

Tel.: +30 210 336 6300

Fax: +30 210 336 6301

e-mail: PKICA-Services@athexgroup.gr

web: <http://www.athexgroup.gr/digital-certificates>

BY SIGNING THIS APPLICATION AGREEMENT, I HEREBY EXPRESSLY DECLARE AND ACCEPT THAT A) I HAVE CAREFULLY READ THE ABOVE TERMS AND I UNRESERVEDLY ACCEPT ALL OF THEM B) MY DATA STATED IN THIS AGREEMENT IS ACCURATE AND I ACCEPT TO BE A SUBSCRIBER IN THIS TIMESTAMPING SERVICE C) THE SUBSCRIBER SHALL COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT AND PERFORM ITS RIGHTS D) THIS AGREEMENT AND THE PERFORMANCE OF THE SUBSCRIBER'S OBLIGATIONS DO NOT INFRINGE ANY THIRD PARTY CONTRACT, FOR WHICH THE SUBJECT IS SUBSCRIBED

Date:/...../ 20..... T

The Applicant and Declarant

.....