Terms and Conditions of the PKI

Access Level: Confidential

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Terms and Conditions of Signaturit's PKI

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Change History

Version	Date of Approval	Comment
1.0	April 13th, 2018	Initial Version of the Document
1.1	January 18th, 2018	1. Signaturit obtained the status of Qualified Trust Service Provider in November 21st, 2018, by the Spanish Ministry of Economy and Enterprise, thus the document was updated to reflect this change. 2. Signaturit has the legal and technical capacity of issuing qualified timestamps. 3. Modification of section 1.12

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1 Introduction

1.1 Scope

This disclosure statement contains the terms and conditions pertaining to the public key infrastructure of Signaturit Solutions, SL. This document does not represent the integrity of the contractual relationship between Signaturit Solutions S.L., the Qualified Trust Service Provider (hereinafter, the "QTSP"), and the Subscriber, but it shall be considered a part of it and applicable to the whole.

1.2 Qualified Trust Service Provider contact info

Name of the QTSP	Signaturit Solutions, S.L.
Address	Avila Street 29, Barcelona (08005), Spain
Email	legal@signaturit.com
Telephone	(+34) 935 511 480
Contact Person	Legal Department

For revocation purposes please contact the QTSP and follow the specifications established in Section 4.9 of the Certification Practice Statement (CPS) of the Certification Authority found in the following link:

http://pki.signaturit.com/pki/Signaturit_CPS_CA.pdf

1.3 Certificate type, validation procedures and usage

At the current time, Signaturit only provides a qualified timestamping service. Please review the following terms and conditions for this service:

www.signaturit.com/en/pki

1.4 Reliance limits

The QTSP only issues certificates that must be used compliant with its Basic Constraints (OID: 2.5.29.19). Uses not specified in the Certification Practice Statement, or in the certificate itself are forbidden. Also, certificates used against compliance of the Applicable Legislation are prohibited.

Logs of issued certificates are preserved for at least 15 (fifteen) years in accordance to the Spanish "*Ley 59/2003, de 19 de diciembre, de firma electronica*".

1.5 Obligations of subscribers

Any user of the QTSP trust services is obligated to use them in compliance with this document and applicable agreements set out in Section 1.8.

1.6 Certificate status checking obligations of relying parties

Must ensure that the certificates have been properly signed and check the CRL to confirm that the private key used for signing them have not been compromised. The CRL can be verified in the following link:

http://pki.signaturit.com/crl

Relying parties must also verify compliance with Section 1.4 of the CPS.

1.7 Limited warranty and disclaimer/Limitation of liability

The QTSP is not liable for defects in provided services occurred due to incorrect or unauthorized use of services provided under a contract for provision of certification services caused by the subscriber and/or subject, in particular, for defects occurred due to operations conducted contrary to requirements specified in this CPS, applicable Certification Policy, or for defects occurred due to force majeure events including temporary interruptions of telecommunication services etc. Furthermore, the QTSP limits its warranties to what is stipulated in the contract signed between the QTSP and the subscriber.

Furthermore, the QTSP has a civil liability insurance that covers up to 3 million euros, in compliance with the Spanish "*Ley 59/2003, de 19 de diciembre, de firma electronica*".

1.8 Applicable agreements, CPS, CP

The following documents are considered applicable to the relationship between the QTSP and the subscriber:

a. Certification Practice Statement of Signaturit
b. Terms and Conditions for the PKI
c. Policy and Practice Statement of the Timestamping Authority
d. Subscription agreement

1.9 Privacy policy

Please review the following link:

https://www.signaturit.com/en/privacy

1.10 Refund policy

Please contact the QTSP for further information.

1.11 Applicable law, complaints and dispute resolution

- Any complaint shall be communicated to the QTSP, per Section 1.2, in order to amicable resolve any possible dispute. If for some reason it is not possible to amicably resolve the dispute, the parties involved in the contractual relationship, waiving any other jurisdiction that may correspond, are subjected to the resolution between them to the courts of Barcelona.

- PKI services are provided under the jurisdiction of Spanish law

1.12 TSA and repository licenses, trust marks, and audit

The QTSP has undergone the conformity assessment in accordance to 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, and has become a Qualified Trust Service Provider, part of the Spanish Trust-Service Status List, and has the possibility of displaying the trust mark.