Terms and Conditions of the Timestamp Services

Access Level: Public

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Terms and Conditions of Signaturit's TSA

Change History

Version	Date of Approval	Comment
1.0	April 13th, 2018	Initial Version of the Document

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Disclosure Statement

1.1   Scope

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

1.2   Timestamping Authority contact info

Name of the TSA	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 Timestamping Authority (hereinafter, "TSA") 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 procedure and usage

This document relates to the TSA's timestamp service, for which the TSA signs timestamps electronically using private keys that are specifically reserved for this purpose.

For validation purposes please review Section 4.9.9 of the CPS.

For certificate usage please review Section 1.4 of the CPS.

1.4 Reliance limits

The TSA is synchronized with UTC [ROA] with an accuracy of 1 second or better by using Network time protocol (hereinafter, "NTP").

The TSA is synchronized with different NTP servers for which a polling is performed periodically making sure that the time accuracy is always under one second, which is the maximum allowed. If any error occurs and the time accuracy is detected to be over one second, the TSA will not issue time stamps as stated in ETSI EN 319 421.

Logs of issued timestamps 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 Obligation of subscribers

The subscriber is obligated to use time-stamping service in compliance with this document and applicable agreements set out in Section 1.8.

1.6 TSU public key certificate status checking obligations of relying parties

Must ensure that the timestamps have been properly signed and check the CRL to confirm that the private key used for signing these timestamps is not 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 TSA 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 TSA limits its warranties to what is stipulated in the contract signed between the TSP and the subscriber.

Furthermore, the TSA 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 and practice statement

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

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

1.9 Privacy policy

Please review the following link:

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

1.10 Refund policy

Please contact the TSA for further information.

1.11 Applicable law, complaints and dispute resolution

- Any complaint shall be communicated to the TSA, 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.
- Timestamps service is provided under the jurisdiction of Spanish law

1.12 TSA and repository licenses, trust marks, and audit

The TSA is currently undergoing 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, to become a Qualified Trust Service Provider, become part of the Spanish Trust-Service Status List, and have to possibility to display a trust mark.