

Disclosure Statement for the Electronic Time Stamping service

Trust services

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2. Introduction

This document contains the disclosure statement (hereinafter PDS) applicable to the electronic time stamping service provided by Evicertia, S.L., hereinafter Evicertia, which contains the essential information to be known in relation to it.

This document follows the structure defined in Annex B of the ETSI EN 319 421-1 standard.

This document is in accordance with the Evicertia Policy and Practice Statement of Time Stamping Services (hereinafter referred to as PPSTSS).

3. Versions control

Version	Date	Comments
1.0	20/09/2019	The first version of this document is approved.
1.1	29/11/2019	Minor adequacy changes to the preliminary audit report.
1.2	12/05/2021	<ul style="list-style-type: none"> • Minor spelling and formatting changes. • Change of the name of the Ministry in the section "15 Accreditations and compliance audits". • A description of the relationship between CPS, PPSTSS and this document is added. • The description of section "7 Obligations of subscribers" is improved. • References to the PPSTSS are added as this document has been created.

4. Contact information

4.1. Responsible organization

The Evicertia Qualified Electronic Time Stamping Authority is an initiative of:

- Evicertia, S.L. (Evicertia)
- VAT#: ESB86021839,
- Registration in the Mercantile Registry of Madrid Volume: 28127, Book: 0, Page 11, Section 8, Sheet M-506734, Registration 1. Registration or entry: 1/ Date: 09/10/2010 Year Pre.: 2010.

4.2. Contact details

For any questions, contact:

- Service Assurance Area of Evicertia
- Web: <https://support.evicertia.com> (main)

- Email address: support@evicertia.com
- Phone: +34914237080

5. Types and uses of electronic time stamps

The Evicertia qualified electronic time stamping service follows the guidelines of the *Disclosure statement for the Qualified Electronic Time Stamping Authority* for the issuance of the TSU certificate, under OID 1.3.6.1.4.1.47286.1.5., issued by Uanataca, SA, hereinafter UANATACA, and available at www.uanataca.com.

The service offered by Evicertia is in accordance with the *Best Practices Policy for Time-Stamp (BTSP)* defined in *ETSI 319 421*, identified with the *OID 0.4.0.2023.1.1*.

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The electronic time stamps declared as qualified follow the guidelines of EU Regulation 910/2014 and the TSU certificate is issued under the policy declared in ETSI EN 319 411-1.

Clients who receive this electronic stamp service are bound to comply with the provisions of current regulations, to respect what is indicated in the contracts signed with this Stamping Authority, to verify the correctness of the time stamp signature, the validity of the certificate of the TSU, as well as to verify that the hash of the time stamp matches the sent one.

5.1. Time stamp content

Each time stamp issued by Evicertia contains all the documents required by the regulations, such as:

1. The serial number of the time stamp.
2. The time stamp signature algorithm. In this case the used algorithm is the RSA (*SHA256rsa 1.2.840.113549.1.1.11*).
3. The certificate identifier related to the public key of the TSU.
4. The date and time of the time stamp.
5. The accuracy of the time source compared to the UTC. In this case, it is one of one second or better.
6. The hash algorithm identifier used to generate the evidence digital fingerprint. In this case, the used algorithm is SHA-256 (*Secure Hash Algorithm 256-bit OID: 2.16.840.1.101.3.4.2.1*).
7. The value of the digital fingerprint of the computer evidence.

5.2. Accuracy of the time in the qualified electronic time stamp

The service of Qualified Time Stamping of Evicertia is based on the use of the *TSP protocol (TimeStamp Protocol)* over HTTP, defined in *RFC 3161 "Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP)"*.

All the devices used by Evicertia are synchronized by means of *NTP protocol (Network Time Protocol)* through internet (RFC 1305 Network Time Protocol), using one of the following stratum 1 NTP servers: *ntp.roa.es, hora.rediris.es or pool.ntp.org*.

The accuracy of the Qualified Time Stamp of Evicertia is of **1 second** regarding *UTC (Universal Time Coordinated)*.

5.3. Certificate validation

The status check of the certificates is carried out on:

- Access to the *OCSP service (Online Certificate Status Protocol)* on: <http://ocsp1.uanataca.com/public/pki/ocsp/>
- Download of the *CRL (Certificate Revocation List)* from <https://www.uanataca.com>

5.4. Subscribers

The subscriber is the natural or legal person who has hired the electronic time stamping services of Evicertia.

5.5. Time stamping issuing entity

The qualified electronic time stamping services are issued by Evicertia, identified through the aforementioned data.

5.6. User community and applicability

The users of the service will be mainly the apps and/or systems of the clients (natural or legal persons) who have hired these Evicertia services.

The electronic time stamping services provided by the Evicertia TSU are included as services provided by Evicertia, to the national supervisor, complying with current technical and legal regulations.

6. Limits of certificate use

The electronic time stamps limit their use in the apps and/or systems of the clients (natural or legal persons) who have hired these services.

Electronic time stamps will not be used for purposes other than those specified above

7. Obligations of subscribers

The subscriber undertakes to:

- Comply with the terms and agreement, the CPS, as well as Evicertia's practices and policies.
- Sign a service contract with Evicertia.

- Make requests for qualified electronic time stamps following the procedure and, if necessary, the technical components supplied by Evicertia, in accordance with what is established in the Certification Practices Statement (hereinafter CPS) and in the documentation from Evicertia.
- Verify the electronic signatures of the electronic time stamps, including the validity of the used certificate.
- Use the electronic time stamps within the limits and scope described in this document.
- Notify any incident or event affecting Evicertia's trusted services.
- Follow the guidelines specified in the Disclosure Statement of the Qualified Electronic Time Stamp of UANATACA, regarding the TSU certificate of Evicertia.

8. Obligations of verifiers

8.1. Informed decision

The verifier undertakes to comply with the technical, operational and safety requirements described in the Evicertia CPS and PPSTSS.

8.2. Requirements for verification of the electronic signature corresponding to the qualified electronic time stamp

The check will normally be executed automatically by the software of the verifier and, in any case, in accordance with the CPS, PPSTSS and this PDS.

8.3. Trust in an unverified electronic signature that corresponds to a qualified electronic time stamp

If the verifier trusts an unverified electronic signature corresponding to a qualified electronic time stamp, he shall assume all the risks derived from this action.

8.4. Effect of verification

Due to the correct verification of the electronic time stamp certificates, in accordance with this Disclosure Statement, the verifier can trust the provided information.

8.5. Correct use and prohibited activities

The verifier undertakes not to use any kind of status information of the qualified electronic time stamps or information of any other kind that has been supplied by Evicertia, in carrying out any transaction prohibited by the law applicable to the aforementioned transaction.

The verifier undertakes not to inspect, interfere or reverse engineer the technical implementation of Evicertia certification public services, without prior written consent.

Additionally, the verifier undertakes not to intentionally compromise the security of the public

time-stamping services of Evicertia.

The qualified electronic time stamping services provided by Evicertia have not been designed nor allow for use or resale as control equipment for dangerous situations, or for uses that require fail-safe actions, such as the operation of nuclear facilities, navigation systems or air communication, air traffic control systems, or weapons control systems, where an error could cause death, physical damage or serious environmental damage.

9. Obligations of Evicertia

As for the provision of the qualified electronic time stamping services, Evicertia undertakes to:

1. Issue, deliver and manage the qualified stamps, in accordance with the instructions provided by the subscriber, in the cases and for the reasons described in the Evicertia CPS and PPSTSS.
2. Execute the services with the adequate technical means and material, and with staff that fulfils the qualification and experience conditions established in the CPS and PPSTSS.
3. Fulfil the quality levels of the service, in agreement with the established in the CPS, th PPSTSS, in technical, operational and security aspects.

10. Limited guarantees and rejection of guarantees

10.1. Evicertia's guarantees for qualified electronic time stamping services

Evicertia guarantees the subscriber that time stamps fulfil all the material requirements established in the CPS.

Evicertia guarantees the third party reliant on the qualified electronic time stamp that the information contained or incorporated by reference in the stamp is correct, except when otherwise indicated.

Additionally, Evicertia guarantees the subscriber and the third party that it relies on the time stamp, the responsibility of the Certification Entity, with the limits established, without Evicertia responding in any case by unforeseen circumstances or in case of *force majeure*.

10.2. Exclusion of guarantees

Evicertia rejects all guarantees other than the aforementioned that are not legally demandable.

11. Applicable agreements and CPS

11.1. Applicable agreements

The agreements applicable to the high-qualified electronic time stamp are the following:

- License Agreement for Use and Provision of Services, which regulates the relationship between Evicertia and the company subscriber of qualified electronic time stamps.
- The conditions incorporated in this PDSs.
- The Certification Practices Statement (CPS), and the Policy and Practice Statement of Time Stamping Services (PPSTSS), which regulates the issuance and use of electronic time stamps.
- General conditions of the service incorporated in the UANATACA disclosure statement regarding the TSU certificate.

11.2. CPS and PPSTSS

The services of electronic time stamping of Evicertia are technically and operationally regulated by the Evicertia CPS, and PPSTSS, by subsequent updates as well as by complementary documentation.

The CPS, the PPSTSS and the operations documentation are periodically modified in the Registry and can be consulted on the webpage: <https://www.evicertia.com/>.

12. Privacy Policy

See **Personal data protection** section of the Evicertia CPS.

13. Refund Policy

Evicertia will not reimburse the cost of the stamping service in any case.

14. Applicable law, competent jurisdiction, claims and legal disputes regime

The relationship with Evicertia will be governed by the Spanish law on trust services in force at any given moment, as well as by the civil and commercial legislation, as applicable.

The competent jurisdiction is that which is indicated in the Law 1/2000, of January 7th, of Civil Procedure.

In case of disagreement between the parties, the parties will attempt the previous amicable settlement. To this end, the parties must send a communication to Evicertia by any means that leaves a record to the contact address indicated in this document.

If the parties do not reach an agreement, any of them may submit the conflict to civil jurisdiction, subject to the Courts of the registered office of Evicertia.

An extension of the dispute resolution information is available at the Internet address <https://www.evicertia.com/>.

15. Accreditations and compliance audits

No stipulation.

16. Accreditations and compliance audits

Evicertia is included in the list of Spanish trust providers (TSL) <https://sede.minetur.gob.es/prestadores/tsl/tsl.pdf>

Likewise, it is registered as a provider of qualified electronic trust services in the Ministry of Economic Affairs and Digital Transformation:

<https://sedeaplicaciones.minetur.gob.es/Prestadores/>

In accordance with EU Regulation 910/2014, Evicertia will carry out compliance audits every 2 years.

17. Severability of clauses, survival, entire agreement and notification

The clauses of this disclosure statement are independent of each other, reason for which, if any clause is considered invalid or inapplicable, the rest of the clauses of the PDS will continue to be applicable, except as otherwise expressly agreed by the parties.

The requirements contained in the **Obligations and civil liability, Compliance Audits** and **Confidentiality** of the Evicertia CPS will continue in force after the termination of the service.

This text contains the complete intent and all agreements between the parties.

The parties shall notify each other mutually through email in the following addresses:

- Service Assurance (support@evicertia.com), by Evicertia.
- The electronic address, indicated by the subscriber in the contract with Evicertia.