TSA Disclosure Statement TDS

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CONTENTS

1 INTRODUCTION

This TSA-Disclosure-Statement (TDS) fulfills the publication requirement specified under European standard ETSI EN 319 401 and ETSI EN 319 421, regarding the timestamping service offered by Qualified Trust Service Provider InfoCert S.p.A. ("**InfoCert"** or "**QTSP**" hereinafter) and is intended to provide applicants with technical information necessary in order to use the service.

Regulation (EU) n° 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, is referred to hereinafter as the "**eIDAS Regulation**".

The present document accompanies the Terms and Conditions of service and constitutes an integral part of the InfoCert contract documentation.

The publication of this PDS does not replace the publication of the Certification Practice Statement (CPS), which provides more detailed information and is available on the InfoCert website at the following link:

https://www.firma.infocert.it/documentation/.

2 TSA CONTACTS INFO

Company name	**InfoCert – S.p.A.**
	Qualified Trust Service Provider
Registered office	**Piazzale Flaminio 1/B, 00196 – Roma (RM)**
Business offices	**Via Gian Domenico Romagnosi 4, 00196 – Roma (RM)**
	Via Fernanda Wittgens n. 2, 20123 Milano (MI)
	Piazza Luigi da Porto n. 3, 35131 Padova (PD)
Phone	**0683669635**
Digital signature Contact Center	**https://help.infocert.it/contatti/**
Tax Identification Number and Business Register Number	**07945211006**
REA Number	**RM – 1064345**
VAT Number	**07945211006**
Website	**https://www.firma.infocert.it**, **https://www.infocert.it**
E-mail	**firma.digitale@legalmail.it**

3 ELECTRONIC TIMESTAMP TYPES AND USAGE

InfoCert provides a Qualified Time Validation Service according to the European standard **ETSI EN 319 421.**

Timestamps must be used exclusively as established in the Certificate Practice Statement (ICERT-INDI-TSA) and in the General Terms and Conditions of the Service published on the QTSP website. Any other use is prohibited. Specifically, timestamps cannot be used to violate rights or for violations of any type of law or regulation.

The policies are described in the Certificate Practice Statement available on the InfoCert website https://www.firma.infocert.it/documentation.

The service provided by InfoCert complies with the BTSP policy as defined in ETSI 319 421 identified by the OID:

Description	OID
itu-t(0) identified-organization(4) etsi(0) time-stamp-policy(2023) policy-identifiers(1) best-practices-ts-policy (1)	0.4.0.2023.1.1

Table 1 – OID

The HASH algorithm used for computing the digest of the IT evidence that is timestamped is SHA-256.

The certificate is valid for three years and the validity is indicated in the certificate itself.

The certificate can only be revoked by InfoCert.

The timestamps can be verified using the **GoSign Desktop** App, freely downloadable from the InfoCert website.

4   RELIANCE LIMITS

The accuracy of the time in the timestamp with respect to UTC is one second or better.

The timestamps and the logs connected with the issue of timestamps are preserved for at least 20 (twenty) years i in the compliant data storage System of informatic documents of InfoCert, as required under current statutory regulations in Italy.

5   OBLIGATIONS OF SUBSCRIBERS

The Subscriber is obliged let all persons using the Service read and accept the General Terms and Conditions and the Certificate Practice Statement, and in particular, the Subscriber must:

- read and understand the contract documentation and any additional informative documentation;

- provide InfoCert with all the information necessary for the Service Activation request, guaranteeing that it is correct and complete;

- use the timestamp issued by InfoCert on the basis of the Certificate Practice Statement;

- adopt all organizational and technical measures suitable to avoid damage to others;

- inform InfoCert about any changes to the data required to provide the Service;

- safeguard the secrecy of personal credentials for the request of timestamps, by not communicating nor disclosing them to third parties, and by keeping them in a safe place;

- adapt his/her hardware and software systems to the security measures provided for by the current legislation.

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Responsibility for the procurement and utilization of an internet connection and of all the (hardware and software) requisite tools lies with the applicant.

6 TSU PUBLIC KEY CERTIFICATE STATUS CHECKING OBLIGATIONS OF RELYING PARTIES

Before relying on any timestamp, the Relying Party is obliged to verify that the timestamp has been properly signed and that the relevant timestamp certificate has not been revoked.

Information on the status of TSU certificates is available by consulting the list of revoked certificates (CRL) published by the TSA at the URL indicated on the certificate or through the OCSP service.

The request and/or verification of the Time Validation Service is available from 0:00 to 24:00, 7 days a week. InfoCert is committed to ensuring compliance with 95% of the above availability on an annual basis.

7 LIMITED WARRANTY AND DISCLAIMER/LIMITATION OF LIABILITY

Timestamps are provided in accordance with this document and with the General Terms and Conditions of the Service. All necessary technical details are specified in the CPS.

InfoCert assumes liability for damages that may be caused directly to any natural or legal person, wilfully or through negligence, as a result of failure to fulfill the obligations set out in Regulation (EU) n° 910/2014 of the European Parliament and of the Council of 23 July 2014 and of failure on the part of InfoCert to adopt all appropriate measures for the avoidance of such damages.

In a situation as described in the foregoing paragraph, the Applicant is entitled to claim a sum by way of compensation for damages suffered as a direct result of the above noted wilful or negligent conduct, which cannot at all events exceed the maximum amounts prescribed, per single loss and in any one year, under article 3 section 7 of the Regulation attached to AgID Resolution n° 185/2017.

A reimbursement cannot be claimed in the event that the loss is attributable to improper use of the certification service or to the telecommunications network operator, or to a situation deriving from a chance event, from force majeure or from causes not in any way attributable to InfoCert.

8 APPLICABLE AGREEMENTS AND PRACTICE STATEMENT

Agreements and conditions applicable to the QTSP service, and Certification Practice Statements, are published on the InfoCert website at the following link https://www.firma.infocert.it/documentation.

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9 PRIVACY POLICY

Unless expressly differently agreed, information concerning the Applicant that comes into the possession of the TSA in the course of its typical activities is deemed confidential and not publishable, except where intended explicitly for public disclosure.

In particular, items of personal data are processed by InfoCert in accordance with Legislative Decree (Italy) n° 196 dated 30 June 2003 and with Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and on the free movement of such data, binding in its entirety since 25 May 2018.

10 REFUND POLICY

Should a decision be taken to withdraw from the contract, the Applicant is required to inform the QTSP, before the expiry of the withdrawal period, in an explicit statement sent by certified e-mail (PEC) to *richieste.rimborso@legalmail.it* or by registered letter with advice of receipt to InfoCert S.p.A. - Direzione Generale e Amministrativa - Via Gian Domenico Romagnosi 4, 00196 Roma (RM). For this purpose the Applicant can use the standard withdrawal form available on the InfoCert website at the following link: https://www.InfoCert.it/pdf/Modulo-di-recesso-tipo.pdf.

The QTSP will duly refund payments that have already been remitted. The refund in question will be paid into the bank account used for the initial transaction, unless the Applicant has expressly indicated different bank details for the payment; whichever the case, the payment of the refund will be ordered and remitted at no cost to the Applicant.

11 APPLICABLE LAW, COMPLAINTS AND DISPUTE RESOLUTION

The provision of certification and time stamp services is regulated by the current laws of Italy. For matters not expressly covered in the present document, reference is made to the Italian Civil Code and to other applicable laws. All disputes deriving from or connected with the interpretation and performance of the present agreement shall be submitted to the exclusive jurisdiction of the competent law courts in Rome, unless stated otherwise in the Terms and Conditions of this same agreement.

Should the client be a consumer, any disputes relating to the agreement concluded by the consumer shall be submitted to the mandatory local jurisdiction of the judge officiating in the district where the consumer resides or is domiciled.

12 TSA AND REPOSITORY LICENSES, TRUST MARKS, AND AUDIT

The CA does not check on the use of registered trademarks, but can refuse to generate a certificate or may seek the revocation of an existing certificate if involved in a dispute.

Verification of compliance with Regulation (EU) n° 910/2014 of 23/07/2014 in standards ETSI EN 319 401, ETSI EN 319 411-1, ETSI EN 319 411-2, ETSI EN 319 421, ETSI EN 319 422 has been carried out by CSQA Certificazioni S.r.l, employing the eIDAS evaluation method defined by ACCREDIA according to standards ETSI EN 319 403 and ISO/IEC 17065: 2012.

The compliance report was presented by InfoCert to Agenzia per l'Italia Digitale - AgID, which confirmed the inclusion of InfoCert in the Trusted List of Qualified Trust Service Providers as required by Regulation (EU) n° 910/2014 of 23/07/2014.

The Trusted List of Certification Authorities in Italy can be found on the AGID website at https://eidas.ec.europa.eu/efda/trust-services/browse/eidas/tls/tl/IT[1]

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[1] XML available at link https://eidas.agid.gov.it/TL/TSL-IT.xml