

Text Disclosure (TSADS) for Electronic Timestamps



Overview

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DIVULGATIVE TEXT - TSADS

This document contains essential information disclosed in connection with qualified electronic stamping service time ESFIRMA Certification Body.

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

1. Entire Agreement

This document provides highlevel statements regarding stamping service qualified electronic time esFIRMA.

1.1. Severability, survival, entire agreement and notification

clauses of this text disclosure are independenteach other, why, if any provision is held invalid or unenforceable, the remaining provisions of this TSADS remain applicable, except agreement otherwise express party.

The requirements contained in sections "Obligations and responsibility" of "Compliance Audit" and "confidentiality" of the DPC of esFIRMA will survive termination of service.

This text contains the full will and all agreements between the parties.

The parties made are notified each other through a process of sending email to the following addresses:

- info@esfirma.com, by esFIRMA
- The email address indicated by the subscriber in the contract ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA.

2. Contact information

2.1. Responsible organization

The Stamping Authority Qualified Electronic Time ESFIRMA, hereinafter "ESFIRMA" is an initiative of:

ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA (esFIRMA)
CALLE BARI 39 (EDIF. BINARY BUILDING)
50197 - ZARAGOZA
(+34) 976300110

2.2. Contact

For inquiries, please contact:

ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA (esFIRMA)
CALLE BARI 39 (EDIF. BINARY BUILDING)
50197 - ZARAGOZA
(+34) 976300110

2.3. Contact for revocation process

For inquiries, please contact:

ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA (esFIRMA)
CALLE BARI 39 (EDIF. BINARY BUILDING)
50197 - ZARAGOZA
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3. Types and uses of electronic time stamp

service qualified electronic time stamping follow the indications of the PDS TSA Certificate with OID: 1.3.6.1.4.1.47281.1.5.2

qualified electronic time stamps have the OID: 0.4.0.2023.1.1

electronic time stamps are declared as qualified indications of EU Regulation 910/2014 and the TSA certificate is issued under the declared policy ETSI EN 319 411- 2.

Customers who receive this service electronic seal are required to comply with the regulationsforce, to respect as indicated in the contracts signed with this Stamping Authority, verify the correctness of the signature time stamp, certificate validity TSA and verify that the time stamp hash matches what was sent.

Object Identifiers (OID) of the cryptographic algorithms:

SHA-256 With RSA Encryption (1.2.840.113549.1.1.11)

3.1. Validation certificates

Checking the status of certificates is from:

- Access toservice OCSPat:
<http://ocsp1.esfirma.com/acaapp2/>
<http://ocsp2.esfirma.com/acaapp2/>
- Downloading CRL:
<http://crls1.esfirma.com/acaapp/acaapp2.crl> <http://crls2.esfirma.com/acaapp/acaapp2.crl>

3.2. Subscriber

The Subscriber is a natural or legal person who has contracted sealing electronic ESFIRMA time.

3.3. Sealing entity station

sealing services qualified electronic time issued by ESFIRMA, identified by the data above.

3.4. User Community and applicability

Service users are mainly applications and / or customer systems (natural or legal persons) who have hired these services ESFIRMA.

Services electronic time stamping provided by the TSA ESFIRMA are included as services provided by ESFIRMA, before the national supervisor, fulfilling the technical and legal regulations.

3.5. Certificate usage limits

seals Electronic Time limit their use in applications and / or customer systems (natural or legal persons) who have hired these services.

Electronic time stamps for purposes other than those specified above shall not used.

3.5.1. Accuracy of the time in the qualifying seal electronic time

service Sealing Unqualified Time ESFIRMA is based on the use of NTP

The time value in the TSU it is traceable to a time value distributed by a laboratory UTC (k) the ROA (Royal Observatory of the Navy) and maintains accuracy clock with at least

four sources of stratum-1 time. If it is detected that the clock is offset from UTC of the accuracy specified (equal or greater than one second), no stamps are time issued.

3.6. Obligations subscribers

Subscriber undertakes:

- Make requests for stamps qualified electronic time in accordance with the procedure and, if necessary, the technical components supplied by ESFIRMA, in accordance with what is stated in the declaration of practices certification (DPC) and ESFIRMA documentation.
- Follow the instructions specified in the PDS TSA certificate of ESFIRMA.
- Verify electronic signatures of electronic time stamps, including the validity of the certificate used.
- Use Electronic time stamps within the limits and scope described in this TSADS.

3.7. Obligations of verifiers

3.7.1. informed decision

verifier undertakes to comply the technical, operational and security described in CPD ESFIRMA requirements.

3.7.2. Verification requirements for the qualified electronic signature electronic time stamp

- The check will normally executed automatically by the software verifier and, in any case, according to the DPC and esta TSADS.

3.7.3. Reliance on an electronic signature corresponding unverified a qualified electronic time stamp

If the verifier relies on an electronic signature corresponding to a qualified electronic time stamp unverified, will assume all risks of this action.

3.7.4. Effect of verification

under proper verification of certificates of electronic time stamp in accordance with this informative text (PDS), the verifier can rely on the information provided.

3.7.5. Right and prohibited activities use

The verifier undertakes not use any information status of qualified electronic time or any other that has been supplied by ESFIRMA, in conducting any transaction prohibited to applicable law seals to said transaction.

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

addition, the verifier undertakes not intentionally compromise the security of public services ESFIRMA time stamping.

Services sealing qualified electronic time provided by ESFIRMA not designed or permit the use or resale as control equipment in hazardous circumstances or for uses requiring actions foolproof, as the operation of facilities nuclear, navigation systems or air communication systems, air traffic control, or weapons control systems, where an error could cause death, serious bodily injury or environmental damage.

3.8. Obligations ESFIRMA

Regarding the provision of sealing qualified electronic time ESFIRMA undertakes:

- a) Issue, deliver and manage qualified stamps, according to the instructions provided by the subscriber, in cases and for the reasons described in the DPC ESFIRMA.
- b) Run services with technical means and appropriate materials, and personnel that meet the conditions of qualification and experience established in the DPC.
- c) Meet the levels of service quality, in accordance with what is established in the DPC, in the technical, operational and safety aspects.

3.9. Limited warranties and warranty disclaimers

3.9.1. Guarantee for services ESFIRMA sealing qualified electronic time

ESFIRMA warrants to subscriber timestamps all materials meet requirements of DPC. ESFIRMA guarantees the relying party qualified electronic time stamp that the information contained or incorporated by reference in the label is correct, except where otherwise indicated.

Additionally, ESFIRMA guarantees the subscriber and relying party time stamp responsibility for the Certification, the limits established, but in no case ESFIRMA responds by accident and force majeure.

3.9.2. Excluding guarantee

ESFIRMA rejects any other than the above is not legally enforceable guarantee.

3.10. DPC applicable agreements and

3.10.1. agreements applicable

agreements applicable to qualified electronic time stamp are:

- electronic sealing services contract, which regulates the relationship between ESFIRMA and the company has hired qualified electronic time stamps.
- General conditions of service incorporated in the text of disclosure (PDS) TSA certificate.
- The conditions incorporated in this text-TSADS disclosure of electronic time stamps
- DPC, governing the issuance and use of qualified electronic time stamp certificates.

3.10.2. DPC

Services sealing qualified electronic time ESFIRMA technically and operationally regulated by the DPC of ESFIRMA, for its subsequent updates, as well as additional documents.

The DPC and documentation of operations is changed periodically in the registry and can be found on the website: <https://www.esfirma.com>

3.11. Privacy Policy

See section 9.4 of the CPD ESFIRMA

3.12. Refund Policy

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ESFIRMA not refund the sealing service cost in any case.

3.13. Applicable law, jurisdiction and regime claims and disputes

Relations with ESFIRMA be governed by Spanish law on trust services force at all times, as well as civil and commercial law as applicable.

The competent jurisdiction is indicated by Law 1/2000 of 7 January on Civil Procedure.

In case of disagreement between the parties, the parties seek prior amicable settlement.

To this end, the parties shall send a communication to ESFIRMA by any means allowing the contact address indicated in point 1 of this document.

If the parties fail to reach an agreement on the matter, either party may refer the dispute to the civil jurisdiction, subject to the courts of the registered office of ESFIRMA.

3.14. Accreditations and quality seals

No stipulation.

3.15. Accreditations and compliance audits

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

It is also registered as provider of electronic trust services qualified in the Ministry of Energy, Tourism and Digital Agenda:

<https://sedeaplicaciones2.minetur.gob.es/prestadores/busquedaPrestadores.jsp?opcion=c>

According to indicated in the EU Regulation 910/2014, ESFIRMA conduct compliance audits every 2 years.