

# Disclosure Text (TSADS) for the Electronic Time Stamps



## General information

### Documentary control

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Security classification:	Public
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Version:	1.6

### Version control

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Version	Changing parts	Description of the change	Author of the change	Date of change
1.0	Original	Creation of the document	esFIRMA	7/05/2017
1.4		Submissions/Corrections	esFIRMA	7/06/2017
1.5	1.1 2.1-2.3	Change of name	esFIRMA	6/11/2017
1.6	1.3, 3, 3.8	Reference to esFIRMA web is added (1.3). Information on service availability is added (3.8). Accepted summary fingerprint algorithms (hash)	esFIRMA	21/04/2023

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**INFORMATIVE TEXT - TSADS**

This document contains the essential information to know in relation to the qualified electronic time stamping service of the Certification Entity ESFIRMA.

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

## 1. Complete agreement

This document provides high-level statements regarding the esFIRMA Qualified Electronic Time-Stamping service.

### 1.1. Divisibility of clauses, survival, entire agreement, and notification

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The clauses of this disclosure text are independent of each other, which is why, if any clause is considered invalid or unenforceable, the rest of the clauses of this TSADS will continue to be applicable, except for the express agreement to the contrary by the parties.

The requirements contained in the sections of "Obligations and Liability", "Compliance Audit", and "Confidentiality" of the esFIRMA DPC will remain in force after the termination of the service.

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

The parties mutually notify each other of facts through an email sending procedure to the following addresses:

- info@esfirma.com, on behalf of esFIRMA
- The electronic address, indicated by the subscriber in the contract with ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA.

## 2. Contact information

### 2.1. Responsible organization

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

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

### 2.2. Contact

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For any inquiries, please contact:

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

### 2.3. Contact for revocation processes

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The process to request the revocation of a certificate can be found at . For any other inquiries on this matter, please contact:[www.esfirma.com](http://www.esfirma.com)

ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA (ESFIRMA)  
CALLE BARI 39 (BINARY BUILDING EDIF.)  
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## 3. Types and uses of electronic time stamps

The qualified electronic time stamping service follows the indications of the TSA Certificate PDS with the 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 declared as qualified follow the guidelines of EU Regulation 910/2014 and the TSA certificate is issued under the policy stated in ETSI EN 319 411-2.

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

Object Identifiers (OID) of cryptographic algorithms:

SHA-256 With RSA Encryption (1.2.840.113549.1.1.11)

Accepted summary fingerprint (hash) algorithms:

- 2.16.840.1.101.3.4.2.1 Secure Hash Algorithm that uses a 256 bit key (SHA256)
- 2.16.840.1.101.3.4.2.3 Secure Hash Algorithm that uses a 512 bit key (SHA512)

### 3.1. Validation of the certificates

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The verification of the certificate status is done from:



- Access to the OCSP service at:  
<http://ocsp1.esfirma.com/acaapp2/>  
<http://ocsp2.esfirma.com/acaapp2/>
- CRL download in:  
<http://crls1.esfirma.com/acaapp/acaapp2.crl>  
<http://crls2.esfirma.com/acaapp/acaapp2.crl>

## 3.2. Subscribers

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The Subscriber is the natural or legal person who has contracted the electronic time stamping services of ESFIRMA.

## 3.3. Issuing Seal Entity

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The qualified electronic time stamping services are issued by ESFIRMA, identified by the data indicated above.

## 3.4. User community and applicability

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The users of the service will mainly be the applications and/or systems of the clients (individuals or legal entities) who have contracted these services from ESFIRMA.

The electronic time stamping services provided by ESFIRMA's TSA are included as services provided by ESFIRMA, before the national supervisor, complying with current technical and legal regulations.

## 3.5. Certificate usage limits

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Electronic time stamps limit their use in applications and/or systems of clients (individuals or legal entities) who have contracted these services.

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

### **3.5.1. Accuracy of the time in the qualified electronic time stamp**

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The Qualified Time Stamping service of ESFIRMA is based on the use of the NTP protocol.

The time value in the TSU is traceable to a time value distributed by a UTC(k) laboratory, the ROA (Real Observatorio de la Armada) and maintains clock accuracy with at least four STRATUM-1 time sources. If it is detected that the clock is deviated from the specified UTC accuracy (equal to or greater than one second), no time stamps are issued.

## **3.6. Obligations of the subscribers**

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The subscriber undertakes to:

- Carry out requests for qualified electronic time stamps according to the procedure and, if necessary, the technical components provided by ESFIRMA, in accordance with what is established in the certification practice statement (CPS) and in the ESFIRMA documentation.
- Follow the instructions specified in the PDS of the ESFIRMA TSA certificate.
- Verify the electronic signatures of the 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 the verifiers**

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### **3.7.1. Informed decision**

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The verifier commits to comply with the technical, operational, and security requirements described in the DPC from ESFIRMA.

### **3.7.2. Requirements for verification of the electronic signature corresponding to the qualified electronic time stamp**

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- The verification will be carried out automatically by the verifier software and, in any case, in accordance with the DPC and ésta TSADS.

### **3.7.3. Trust in an unverified electronic signature corresponding to a qualified electronic time stamp**

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If the verifier trusts an unverified electronic signature corresponding to a qualified electronic time stamp, they will assume all risks arising from this action.

### **3.7.4. Verification effect**

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By virtue of the correct verification of the certificates of Electronic timestamp, in accordance with this informative text (PDS), the verifier can trust the information provided.

### **3.7.5. Proper use and prohibited activities**

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The verifier undertakes not to use any kind of state information of qualified electronic time stamps or any other type that has been provided by ESFIRMA, in carrying out any transaction prohibited by the law applicable to said transaction.

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

Additionally, the verifier is obliged not to intentionally compromise the security of ESFIRMA's public time-stamping services.

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

### 3.8. Obligations of ESFIRMA

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In relation to the provision of the qualified electronic time stamping service ESFIRMA undertakes to:

- a) Issue, deliver and manage qualified seals, in accordance with the instructions provided by the subscriber, in the cases and for the reasons described in the ESFIRMA DPC.
- b) Execute services with the appropriate technical and material means, and with personnel who meet the qualification and experience conditions established in the DPC.
- c) Comply with the service quality levels, in accordance with what is established in the DPC, in technical, operational, and security aspects.
- d) Keep the service available 24 hours a day, every day of the year, except for external circumstances or maintenance operations, in which case it will be They will make their best efforts to ensure that the service remains inactive for the shortest time possible.

### 3.9. Limited warranties and warranty disclaimers

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### **3.9.1. ESFIRMA's guarantee for qualified electronic time stamping services**

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ESFIRMA guarantees the subscriber that the time stamps comply with all the material requirements established in the DPC.

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

Additionally, ESFIRMA guarantees the subscriber and the third party who trusts the time stamp the responsibility of the Certification Entity, with the limits that are established, without ESFIRMA being responsible for fortuitous events and in cases of force majeure.

### **3.9.2. Exclusion of warranty**

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ESFIRMA rejects any other warranty different from the previous one that is not legally enforceable.

## **3.10. Applicable agreements and DPC**

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### **3.10.1. Applicable agreements**

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

- Electronic sealing services contract, which regulates the relationship between ESFIRMA and the company that has contracted the qualified electronic time stamps.
  
- General conditions of the service incorporated in the disclosure text (PDS) of the TSA certificate.
  
- The conditions incorporated in this disclosure text-TSADS of electronic time stamps

- DPC, which regulate the issuance and use of qualified electronic time stamp certificates.

### **3.10.2. DPC**

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The qualified electronic time stamping services of ESFIRMA are technically and operationally regulated by the ESFIRMA DPC, by its subsequent updates, as well as by complementary documentation.

The DPC and the operations documentation are periodically modified in the Registry and can be consulted on the Internet page: <https://www.esfirma.com>

### **3.11. Privacy policy**

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See section 9.4 of the ESFIRMA DPC

### **3.12. Refund policy**

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ESFIRMA will not refund the cost of the sealing service in any case.

### **3.13. Applicable law, competent jurisdiction, and claims and disputes regime**

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The relationships with ESFIRMA will be governed by the Spanish law on trust services in force at any given time, as well as by civil and commercial legislation where applicable.

The competent jurisdiction is the one indicated in Law 1/2000, of January 7, on Civil Procedure.

In case of discrepancy between the parties, the parties will attempt prior amicable resolution. To this end, the parties must send a communication to ESFIRMA by any means that leaves a record to the contact address indicated in point 1 of this document.

If the parties do not reach an agreement on this matter, either of them may submit the conflict to civil jurisdiction, subject to the Courts of the registered office of ESFIRMA.

### 3.14. Accreditations and quality seals

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Without stipulation.

### 3.15. Accreditations and conformity audits

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ESFIRMA is included in the Spanish list of trusted providers (TSL)<https://sedediatid.mineco.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 the provisions of EU Regulation 910/2014, ESFIRMA will carry out compliance audits every 2 years.