

# TSA Disclosure Statement

Policy for Electronic Timestamping Service



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## **GENERAL INFORMATION**

## **Documentary Check**

Security Classification:	Public	
Organization:	Uanataca S.A. unipersonal	
Version:	1.2	
Last Edition Date:	20/05/2021	
Document code:	TSA_Disclosure_Statement_v.1.2_EN	

## **Formal Control**

Prepared by:	Revised by:	Approved by:
Legal & Compliance	Legal & Compliance	Direction

## **Version Control**

Version	Modified parts	Changelog	Date
1.0	Original	File Creation	31/03/2020
1.1	Structure and formatting of the document	Normative references added, new logo added, formatting adaption	01/12/2020
1.2	Entire document	Paragraph formatting update	20/05/2021



#### 1. Disclosure statement

#### 1.1. Introduction

This TSA Disclosure Statement document (hereinafter also just "Statement"), drawn up in accordance with ETSI EN 319 421-1, is part of the Uanataca CA's terms and conditions.

The Statement, prepared in accordance with the provision contained in the Annex B in the ETSI standard mentioned above contains the essential information to be known in relation to Qualified Electronic Timestamping supplied by Uanataca S.A. unipersonal (hereinafter also "Uanataca").

For all the terms and definitions used within this document, it is possible to refer to the Uanataca CPS (*Certification Practice Statement*) <a href="https://web.uanataca.com/it/politiche-dicertificazione">https://web.uanataca.com/it/politiche-dicertificazione</a> or to the definitions provided by the applicable legislation.

## 1.2. Document name and identification

This document is updated to the version resulting from the "Version Control" or "Documentary Check" referred to in the "General Information" of this Statement.

Uanataca ensures constant verification and constant updating of the document that takes into account any subsequent regulatory updates.

Furthermore, Uanataca undertakes to make this document known and available to interested parties by publishing it on its website where it is always possible to consult the latest approved version.

## 1.3. Contact Information

### 1.3.1. Organization

Below are the company data of Uanataca S.A. unipersonal and related contacts:

#### **UANATACA S.A. UNIPERSONAL**

Legale office: Calle Riera de Can Todà 24-26 - Barcellona

Italy branch: Via Diocleziano n. 107, 80125 - Naples

**Vat Number (ES)**: A66721499

Vat Number (IT): 09156101215

Phone: +39 081 7625600



E-mail: info.it@uanataca.com

Web Site: <a href="https://web.uanataca.com/it/">https://web.uanataca.com/it/</a>

#### 1.3.2. TSU issuing

The time stamps described in this document are issued by Uanataca, as mention previously (v.1.3.1. *infra*).

#### 1.3.3. Revocation proceedings contact

For revocation request, Holders and interested parties can contact Uanataca by communicating to one of the contacts indicated below (for the revocation the provisions of the CPS apply.:

#### **UANATACA S.A. UNIPERSONAL**

**Telephone**: +39 081 7625600

E-mail: info.it@uanataca.com

## 1.4. Electronic time-stamp types and usage

The qualified timestamping service follows the guidelines of the PDS of the TSU Certificate with the OID 1.3.6.1.4.1.47286.10.2.1.

The service provided by Uanataca S.A. is compliant with the Best Practices Policy for TimeStamp (BTSP) defined by ETSI 319 421, identified by the OID 0.4.0.2023.1.1.

	OID
itu-t (0) identified-organization (4) etsi (0) time-stamp-policy (2023) policy-identifiers(1) baseline-ts-policy (1)	0.4.0.2023.1.1.

The electronic timestamping declared as qualified comply with the statements in the Regulation UE 910/2014 (eIDAS) and the TSU certificate is issued according to the ETSI EN 319 411-2.

Customers receiving this electronic timestamping service must comply with the current legislation and comply with the signed contracts with this Authority, to verify the timestamp signature validity and the validity of the TSU certificate.

#### 1.4.1. Time stamping content

Each time stamp issued by UANATACA S.A. contains all the information required by the current regulation, such as:

- 1. Time stamp serial number;
- 2. Time stamp signature algorithm. In this case, the algorithm used is RSA (SHA256rsa 1.2.840.113549.1.1.11);
- The identifier of the certificate relative 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 UTC. In this case, 1 or 2 seconds better (see 1.4.1 of this Statement);
- 6. The identifier regarding the hash algorithm used to generate the evidence. The algorithm used is (Secure hash ALGORITHM 256-bit OID: 2.16.840.1.101.3.4.2.1);
- 7. The value of the footprint regarding electronic evidence.

#### 1.4.2. Certificates validation

The verification of the state of the certificates is carried out from:

- Service OCSP access: <a href="http://ocsp1.uanataca.com/public/pki/ocsp/">http://ocsp1.uanataca.com/public/pki/ocsp/</a>
- CRL download: <a href="http://crl1.uanataca.com/public/pki/crl/uanataca\_it\_TSA.crl">http://crl1.uanataca.com/public/pki/crl/uanataca\_it\_TSA.crl</a>

#### 1.4.3. Holders

The Holder is the natural or legal person that has signed the electronic timestamping service of Uanataca S.A.

#### 1.4.4. Issuing authority

The electronic timestamping services are issued by Uanataca S.A., as identified previously (v.1.3.1. *infra*).

#### 1.4.5. Users and applicability

The service users will mostly consist in applications and/or clients systems (natural or legal persons), which have requested these services from Uanataca S.A.

The electronic timestamping services provided by Uanataca S.A.'s TSU are considered as services provided by Uanataca S.A. by the national supervisor, in compliance with the current technical and legal regulation.



## 1.5. Limitations and restrictions on certificate usage

The electronic timestamping use is restricted to the applications and/or systems of the customers (natural or legal persons) that have signed up for these services. The electronic timestamping cannot be used for purposes not explicitly included in the contract.

#### 1.5.1. Time accuracy on the electronic timestamping

The Qualified Timestamping service of Uanataca is based on the use of TSP protocols on HTTP, defined in the regulation RFC 3161 'Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP)'.

Uanataca has a trustworthy source of time that allows a level of trust of STRATUM 3, via NTP, with the CSUC (<a href="https://www.csuc.cat/es/comunicaciones/servicios-en-red/servidor-de-tiempo">https://www.csuc.cat/es/comunicaciones/servicios-en-red/servidor-de-tiempo</a>).

The accuracy of the Qualified Timestamping of Uanataca with respect to UTC is a second..

## 1.6. Subscribers obligations

The subscriber undertakes to:

- carry out the electronic timestamps' requests accordingly to the procedure and the tools provided by Uanataca S.A., in accordance to what is stated in the Uanataca CPS;
- follow the specific instructions on the TSA Disclosure Statament of Uanataca;
- verify the electronic signatures of the electronic timestamping, including the validity of the used certificate;
- use the electronic timestamping within the limits described in this Statement.

# 1.7. TSU Public Key certificate status and Relying Parties obligations

#### 1.7.1. Informed decision

*Relying parties* undertakes to comply the technical, operational and security requirements described in the CPS of Uanataca.

#### 1.7.2. Verification requirement

The verification will usually be executed automatically by the verification software and always accordingly to the CPS and this document.

## 1.7.3. Trust on a non-verified electronic signature related to a qualified electronic timestamping

If the *Relying Parties* are confident on an electronic signature related to a non-verified qualified electronic timestamping, they will assume all risks from that action.

#### 1.7.4. Verification effect

Under the correct verification of the electronic timestamping certificates of compliance with this disclosure text (PDS), the relying parties can trust the provided information.

#### 1.7.5. Proper use and prohibited activity

Relying Parties agree about not using any type of status information of qualified electronic timestamping or any other type that has been supplied by Uanataca, in performing a prohibited transaction by the applicable law of that transaction.

relying parties will not inspect, interfere or perform any reverse engineering of the technical implementation of public services for electronic timestamping or certification of Uanataca without prior written consent.

In addition, the verifier binds not to intentionally compromise the security of public services electronic timestamping of Uanataca.

The qualified electronic timestamping services provided by Uanataca are not designed for use in unauthorized dangerous situations (that require fail-safe actions), such as nuclear facilities operations, navigation systems, air communications or weapon control systems, where a failure could lead directly to death, personal injury or severe environmental damage.

## 1.8. Uanataca S.A. obligations

Regarding the provision of the qualified electronic timestamping service, Uanataca undertakes:

- issue, deliver and manage qualified seals, according to the instructions provided by the subscriber, in the cases and for the reasons described in Uanataca CPS at the following link: <a href="https://web.uanataca.com/it/politiche-di-certificazione">https://web.uanataca.com/it/politiche-di-certificazione</a>;
- perform the services with technical media and suitable materials, and with personnel that meet the qualification conditions and experience established in the CPS;
- comply the quality service levels, in accordance with what is established in the CPS, in the technical, operational and security aspects.

## 1.9. Guarranty

#### 1.9.1. Uanataca S.A. guarantees for timestamping services

Uanataca guarantees to the Subscribers that the timestamping complies with the requirements established in the Certification Practice Statement (CPS).

Uanataca guarantees that the information within the timestamp is correct, except for those cases where is explicitly said.

Additionally, Uanataca guarantees to the Subscriber and the *Relying Party* in the timestamping the responsibility of the Certification Authority, with the limits established.

#### 1.9.2. Guarantee exclusion

Apart from the cases expressly mentioned in this document and in the Operational Manual / CPS of Uanataca, the latter cannot be held liable, in any capacity, towards users, for direct or indirect damages that may arise from them.



#### 2. APPLICABLE AGREEMENTS

## 2.1. Applicable agreements

Applicable agreements to the certificates are the followings:

- Certification services contract, which regulates the relation between Uanataca and the subscriber certificates.
- Service general terms incorporated in this disclosure text
- CPS regulates the certificates issuance and use of the certificates.

## 2.2. Certification Practice Statement (CPS)

Uanataca certification services are technically an operationally regulated by the CPS of Uanataca, for its subsequent updates, as well as the additional documents.

The CPS and the operations documentation are changed periodically in the Registry and can be consulted on the website: <a href="https://web.uanataca.com/it/politiche-di-certificazione">https://web.uanataca.com/it/politiche-di-certificazione</a>.

## 2.3. Privacy Policy

Uanataca, with reference to the processing of personal data, complies with current legislation, both national and community, with particular reference to Legislative Decree 196/03, as amended, and Regulation (EU) 2016/679 (hereinafter also referred to as "GDPR").

Uanataca cannot disclose or be obliged to disclose confidential information unless a specific request comes from:

- a) the person with whom Uanataca has an obligation to keep the information confidential,
- b) a judicial, administrative or any other mandate provided for by current legislation.

However, the subscriber accepts that certain personal or other information, provided in the certificate request, is included in the certificates and in the certificate status verification mechanism, and that the information mentioned is not confidential by law.

Uanataca, in accordance with the provisions of art. 13 of the GDPR, has prepared and adopted a precise Privacy Policy relating to the registration process, the confidentiality of the registration, the protection of access to personal information and the user's consent.

The information in extended format is available in the Uanataca CPS: <a href="https://web.uanataca.com/it/politiche-di-certificazione">https://web.uanataca.com/it/politiche-di-certificazione</a>.

Finally, the user is informed that the supporting documentation approving the request must be kept and duly registered and with guarantees of security and integrity for 20 years from the expiry of the certificate, including the case of early loss of validity for revocation.

## 2.4. Refund policy

For the refund policy it is necessary to refer to the relative section in the Uanataca CPS.

## 2.5. Applicable law and jurisdiction

Relations with Uanataca are governed by the provisions of Regulation (EU) 910/2014 eIDAS and by the Italian legislation in force on the matter.

In the event of disagreement between the parties, they will attempt amicable settlement. To this end, the parties must send a communication to Uanataca through one of the contacts indicated in point 1 of this document.

For the competent court, please refer to the Uanataca CPS.

An in-depth analysis of the information relating to the resolution of disputes is available at <a href="https://web.uanataca.com/it/politiche-di-certificazione">https://web.uanataca.com/it/politiche-di-certificazione</a>.

## 2.6. List of active trust service provider

Below is the link through which it is possible to consult the list of active trust service providers in Italy: <a href="https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-di-servizi-fiduciari-attivi-in-italia">https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-di-servizi-fiduciari-attivi-in-italia</a>

## 2.7. Final provisions, full agreement and notifications

The clauses of this disclosure text are independent of each other, that's why, if any clause is held invalid or unenforceable, the remaining clauses of this Policy will still be applicable, except expressly agreed by the parties.

The requirements contained in sections 9.6.1 (Obligations and liability), 8 (audit of conformity) and 9.3 (Confidentiality) of the CPS of Uanataca shall continue in force after the service termination.

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

The parties mutually notify the facts by sending an email to the following addresses:

<u>info.it@uanataca.com</u>, by Uanataca;

E-mail, indicated by the subscriber in the contract with Uanataca.









www.uanataca.com