



# TSA Disclosure Statement

Policy for Electronic Timestamping Service



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## GENERAL INFORMATION

### Document Information

<b>Security Classification:</b>	Public
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### Formal Control

<b>Prepared by:</b>	<b>Revised by:</b>	<b>Approved by:</b>
<i>Legal &amp; Compliance</i>	<i>Legal &amp; Compliance</i>	<i>Direction</i>

### 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
1.3.	Par.2.1.	Updating and revision of the document	16/06/2022
1.4	Par. 1.3.1., 1.7.2, 2.3	<ul style="list-style-type: none"> <li>- Updating references registered office;</li> <li>- General review.</li> </ul>	16/04/2024

# 1. Disclosure statement

## 1.1. Introduction

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The present TSA Disclosure Statement (hereinafter also referred to as "*Statement*" or "*Policy*"), drafted in accordance with the ETSI EN 319 421-1 standard, constitutes an integral part of the contractual terms and conditions of Uanataca S.A. unipersonal (hereinafter "Uanataca"), which operates as a Qualified Trust Service Provider regarding the TSA operations described herein.

The information, prepared in accordance with Annex B of the aforementioned ETSI standard, contains essential information to be known in relation to Uanataca's timestamping service.

For all terms and definitions used within this document, reference can be made to Uanataca's Operating Manual available at the following address <https://web.uanataca.com/en/certification-policies> or to the definitions provided by the applicable regulations..

## 1.2. Document name and identification

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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

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### 1.3.1. Organization

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

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

**Registered office:** Avenida Meridiana 350 3ª P. - Barcelona

**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](mailto:info.it@uanataca.com)

**Web Site:** <https://web.uanataca.com/it/>

### 1.3.2. TSU issuing

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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

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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 shall apply):

<b>UANATACA S.A. UNIPERSONAL</b> <b>Telephone:</b> +39 081 7625600 <b>E-mail:</b> <a href="mailto:info.it@uanataca.com">info.it@uanataca.com</a>
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## 1.4. Electronic time-stamp types and usage

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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
<i>itu-t (0) identified-organization (4) etsi (0) time-stamp-policy (2023) policy-identifiers (1) baseline-ts-policy (1)</i>	<b>0.4.0.2023.1.1.</b>

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

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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);
3. 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**

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

- Service OCSP access: <http://ocsp1.uanataca.com/public/pki/ocsp/>
- CRL download: [http://crl1.uanataca.com/public/pki/crl/uanataca\\_it\\_TSA.crl](http://crl1.uanataca.com/public/pki/crl/uanataca_it_TSA.crl)

#### **1.4.3. Holders**

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

#### **1.4.4. Issuing authority**

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The electronic timestamping services are issued by Uanataca.

#### **1.4.5. Users and applicability**

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The users of the service are the Subscribers/Holders (natural or legal persons) who have requested and subscribed to the services offered by Uanataca.

The electronic timestamping services provided by Uanataca's TSA are considered trusted services in compliance with the indications of the National Supervisory Authority (AglD) and in accordance with current regulations.

### **1.5. Limitations and restrictions on certificate usage**

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

#### **1.5.1. Time accuracy**

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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 (<https://www.csuc.cat/es/comunicaciones/servicios-en-red/servidor-de-tiempo>).

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

## **1.6. Subscribers obligations**

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The subscriber undertakes to:

- carry out the electronic timestamps' requests accordingly to the procedure and the tools provided by Uanataca, in accordance to what is stated in the CPS;
- follow the specific instructions on the TSA Disclosure Statement 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 Policy and in the CPS.

## **1.7. Relying Parties verification obligations**

### **1.7.1. Informed decision**

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*Relying parties* undertakes to comply the technical, operational and security requirements described in the CPS available at the following link: <https://web.uanataca.com/it/politiche-di-certificazione>.

### **1.7.2. Verification requirement of the electronic signature corresponding to the qualified electronic timestamping**

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The verification can be carried out automatically through the verification software provided by Uanataca, accessible at the following address: <https://vol.uanataca.com/en>, which allows for the verification of qualified certificates for electronic signature and seal. The characteristics and the related procedure for using this application are described in Annex A of the Uanataca CPS.

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

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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**

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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 activities**

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*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.

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**

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

- a) 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: <https://web.uanataca.com/it/politiche-di-certificazione>;
- b) perform the services with technical media and suitable materials, and with personnel that meet the qualification conditions and experience established in the CPS;
- c) comply the quality service levels, in accordance with what is established in the CPS, in the technical, operational and security aspects.

## **1.9. Guarranty and limitations of liability**

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

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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.

### **1.9.2. Guarantee exclusion**

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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*

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Applicable agreements to qualified electronic timestamping are the followings:

- General terms and conditions for digital certification services governing the relationship between Uanataca and the Subscriber / Holder of the certificates available at the following link : <https://web.uanataca.com/it/condizioni-general-del-servizio>;
- General conditions of service and Policy included in this document;
- CPS which regulates the provision of certification services (v. par. 2.2. infra);
- any additional Forms and / or contractual documentation expressly referred to in the above documents.

### 2.2. *Certification Practice Statement (CPS)*

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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: <https://web.uanataca.com/it/politiche-di-certificazione>.

### 2.3. *Privacy Policy*

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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, or
- b) a judicial, administrative or any other mandate provided for by current legislation.

Uanataca, in accordance with the provisions of art. 13 of the GDPR, has prepared and adopted a precise Privacy Policy relating to the Processing of Personal Data which describes the treatments carried out by Uanataca, as Data Controller, in relation to the provision of trust services.

The extended Privacy Notice is available for consultation at any time on Uanataca's website at the following address: <https://web.uanataca.com/en/terms-and-conditions>.

### 2.4. *Refund policy*

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

### 2.5. *Applicable law and jurisdiction*

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Relations with Uanataca are governed exclusively by Italian law.

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 this document.

For the competent court, reference is made to the Uanataca CPS which here is to be understood as fully referred to and transcribed.

## ***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: <https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-di-servizi-fiduciari-attivi-in-italia>

## ***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 and, the clauses of CPS will still be applicable.

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 e-mail to the address indicated by the Holder of the contract with Uanataca



*Bringing trust and simplicity into the digital future*



[www.uanataca.com](http://www.uanataca.com)