



## **PKI Disclosure Statement**

### **eIDAS conform Qualified Certificates for Electronic Signature**

**ver. 1.0**

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## 1 Introduction

This PKI Disclosure Statement concerns the qualified certificates issued by Trans Sped as Trust Service Provider, according to eIDAS Regulation and ETSI standards. The document contains information and conditions for end-users using services corresponding to Certification Policy/Certification Practice Statement.

### 1.1 Geographical Scope

The PKI Disclosure Statement includes specific requirements for services provided for EU and USA citizens, without geographical restrictions.

### 1.2 Certification Authorities

#### 1.2.1 Data of Trust Service Provider

Name: Trans Sped srl

Company Registry Number: J40/781/2004 Bucharest

Head Office: 38 Despot Voda Street, 2<sup>nd</sup> District, 020656, Bucharest, Romania

Tel.no:

Fax.no:

[www.transsped.ro](http://www.transsped.ro)

e-mail: [office@transsped.ro](mailto:office@transsped.ro)

## 2. Certificate type, validation procedures and usage

Trans Sped provides different type of certificates for its customers:

- *Organizational Certificate* is a *Certificate* that attests the relationship of a natural person *Subject* with the *Organization*. In this case, the name of the *Organization* is indicated in the "O" field of the *Certificate*. This type of a *Certificate* can only be used as specified by the *Organization*. In case of an *Organizational Certificate* issued to a natural person, further restrictions can be indicated in the "Title" field, related to the usage of the *Certificate*.
- *Certificates* requiring *Qualified electronic signature creation device* usage: In that case the *Certificate* was issued to a public key for which the corresponding private key was generated on a *Qualified electronic signature creation device* ( it is guaranteed that the private key can not be

extracted and copied) then that information is indicated on the *Certificate* in the "QCStatements" field. Qualified electronic signature can be created only based on a *Certificate* this type.

- Personal *Certificate* means a *Certificate* that does not contain either an "O" or a "Title" field. This type can only be issued to natural persons.

Trans Sped issues *Certificates* for natural persons and legal persons. In case of *Certificates* issued to legal persons the authorized representative natural person or a trustee authorized by the representative need to act on behalf of the legal person.

The private keys belonging to the end-user *Certificates* issued by Trans Sped based on the present service can be used only for electronic signature creation, with the *Certificates* the *electronic signature creator* can verify the authenticity of the documents signed by him.

<b>OID</b>	1.3.6.1.4.1.39965.1.1.1
	1.3.6.1.4.1.39965.2.1.1
	1.3.6.1.4.1.39965.2.1.3
	1.3.6.1.4.1.39965.4.1.1

### 3. Reliance limits

Trans Sped logs its activities, protects the intactness and authenticity of log entries, moreover retains (archives) log data over the long term in the interest of allowing for the establishing, documenting, and evidencing of financial accountability, its proprietary liability related to damage it causes, as well as that of damage compensation due to it for damage it suffers.

Trans Sped preserves the archived data for the time periods below:

- *Certification Practice Statement*: 10 years after the repeal;
- All electronic and / or paper-based information relating to *Certificates* for at least:
  - 10 years after the validity expiration of the *Certificate*;
  - until the completion of the dispute concerning the electronic signature generated with the *certificate*;

### 4. Obligations of Subscribers/Subjects

The responsibility of the *Subscriber* is to act in accordance with the contractual terms and regulations of Trans Sped while using the service including requesting and applying the *Certificates* and private keys.

The obligations of the *Subscriber* are determined by the *Certification Practice Statement*, the service agreement and the standard policy conditions and other documents forming an integral part with it, as well as the relevant *Certificate Policys*.

The *Subject* is responsible for:

- the authentication, accuracy and validity of the data provided during registration;
- the verification of the data indicated in the *Certificate*;
- to provide immediate information on the changes of its data;
- using its *Electronic signature creation device*, private key and *Certificate* according the regulations;
- the secure management of its private key and activation code;
- the secure management of the *Electronic signature creation device*
- the correct and secure usage of the service in case of Server-Based Signature Service ;
- for the immediate notification and for full information of Trans Sped in cases of dispute;
- to generally comply with its obligations.

#### **Subject obligations**

The *Subject* shall:

- read carefully the *Certification Practice Statement* before using the service;
- completely provide the data required by Trans Sped necessary for using the service and to provide truthful data;
- if the *Subject* becomes aware of the fact that the necessary data supplied for using the service - especially data indicated in the certificate have changed, it is obliged to immediately:
  - notify Trans Sped in writing,
  - request the suspension or revocation of the *Certificate* and
  - terminate the usage of the *Certificate*;
- use the service solely for the purposes allowed or not proscribed by legal regulations, according to the cited regulations and documents;
- ensure that no unauthorized individuals have access to data and tools (passwords, secret codes, signature-creation devices) necessary for using the service;
- notify Trans Sped in writing and without delay in case a legal dispute starts in connection with any of the electronic signature or the *Certificates* associated with the service;
- cooperate with Trans Sped in order to validate the data necessary for issuing certificates, and to do everything they can to allow the soonest possible completion of such verification;

- in case a *Subject's* private key, *Electronic signature creation device* or the secret codes necessary for activating the device end up in unauthorized hands or are destroyed, the *Subject* is obliged to report this fact to Trans Sped promptly and in writing, and will also be obliged to initiate the suspension and/or revoking of the *Certificates* and terminating the usage of the *Certificate*;
- the *Subject* shall answer to the requests of Trans Sped as soon as possible in case of key compromise or the suspicion of illegal use arises;
- acknowledge that the *Subscriber* is entitled to request the revocation and/or suspension of the *Certificate*;
- acknowledge that Trans Sped issues *Certificates* in the manner specified in the *Certification Practice Statement*, upon the completion of the validation steps described therein;
- acknowledge that Trans Sped only displays data that are corresponding to reality in issued *Certificates*. Accordingly, Trans Sped validates data to be entered in *Certificates* according to the *Certification Practice Statement*;
- acknowledge that Trans Sped revokes the issued *Certificate* in case it becomes aware that the data indicated in the *Certificate* do not correspond to the reality or the private key is not in the sole possession or usage of the *Subject* and in this case, the *Subject* is bound to terminate the usage of the *Certificate*;
- acknowledge that Trans Sped has the right to suspend, and revoke *Certificates* if the *Subscriber* fails to pay the fees of the services by the deadline;
- in case of requesting an *Organizational Certificate*, acknowledge that Trans Sped will issue the *Certificate* solely in the case of the consent of the *Represented Organization*;
- in case of requesting an *Organizational Certificate*, acknowledge that the *Represented Organization* has the right to request the revocation of the *Certificate*;
- acknowledge that Trans Sped has the right to suspend and revoke *Certificate* if the *Subscriber* violates the service agreement or Trans Sped becomes aware that the *Certificate* was used for an illegal activity.

## 5. Certificate status checking obligations of relying parties

The *Relying Parties* decide based on their discretion and/or their policies about the way of accepting and using the *Certificate*. During the verification of the validity for keeping the security level guaranteed by Trans Sped it is necessary for the *Relying Party* to act with caution, so it is particularly recommended to:

- comply with the requirements, regulations defined in the *Certificate Policy* and the corresponding *Certification Practice Statement*;
- use reliable IT environment and applications;

- verify the the *Certificate* revocation status based on the current CRL or OCSP response;
- take into consideration every restriction in relation to the *Certificate* usage which is included in the *Certificate*, in the *Certificate Policy* and the *Certification Practice Statement*.

## 6. Limited warranty and disclaimer/Limitation of liability

- Trans Sped is not responsible for damages that arise from the *Relying Party* failing to proceed as recommended according to effective legal regulations and Trans Sped's regulations in the course of validating and using certificates, moreover its failing to proceed as may be expected in the situation.
- Trans Sped shall only be liable for contractual and non-contractual damages connected to its services in relation to third parties with respect to provable damages that occur solely on account of the chargeable violation of its obligations.
- Trans Sped is not liable for damages that result from its inability to tend to its information provision and other communication related obligations due to the operational malfunction of the Internet or one of its components because of some kind of external incident beyond its control.
- Trans Sped engages in data comparison with an authentic database, before issuing a *Subject's Certificate*. Trans Sped will not assume any liability for damages arising out of the inaccuracy of information provided by such authentic databases.
- Trans Sped assumes liability solely for providing the services in accordance with the provisions of this *Certification Practice Statement*, as well as the documents to which reference is cited herein (Certification Policies, standards, recommendations), moreover with its proprietary internal regulations.

Trans Sped limits its liability as Trust Service Provider at that by the Law 455/2001 and eIDAS Regulation.

## 7. Applicable agreements, CPS, CP

All documents regarding the certificates issuance, applicable CPS and CP are publicly available at <https://ca.transsped.ro/repository/>

## 8. Privacy policy

Trans Sped treats *Clients'* data according to legal regulations. For more information see corresponding chapter of the *Certification Practice Statement*.

## 9. Refund policy

The termination of the service agreement does not affect the fees paid by the *Subscriber*. Trans Sped does not issue refunds on fees that have already been paid, unless the service agreement expires due to Trans Sped's fault, or if Trans Sped explicitly allows for this – for example in case of several packages.

## 10. Applicable law, complaints and dispute resolution

Trans Sped aims for the peaceful and negotiated settlement of the disputes arising from its operation. The settlement follows the principle of gradual approach.

Trans Sped and the *Client* mutually agree that in the case of any disputed issue or complaint arising whatsoever, they will attempt amicable consultation through negotiation before taking the dispute to legal channels. The initiating party will be obliged to notify every other affected party promptly and to inform them fully concerning all of the case's implications.

Questions, objections, and complaints related to the activity of Trans Sped or the use of issued *Certificates* shall be addressed to the office in written form.

Trans Sped notifies submitting parties at the address they specify about having received a submission and the time required for investigation, within 3 business days calculated as of receiving a submission. Trans Sped is obliged to issue a written response to the submitter within the specified time limit. Trans Sped may request the provision of information required for giving a response from the submitter. Trans Sped investigates complaints within 30 days, and notifies submitters about the results thereof.

Should a submitter find the response inadequate or if the dispute which had arisen can not be settled based on it without getting Trans Sped involved, the submitter may initiate consultation with Trans Sped and the *Relying Parties*. All participants of such consultation shall be given written notice regarding the date of consultation 10 business days in advance thereof and the submission, Trans Sped's response, as well as any documents containing other required information shall be sent to them in writing.

Should consultation fail to achieve a result within 30 business days calculated as of a complaint being submitted, the submitter may file a lawsuit with respect to the issue. The *Relying Parties* shall subject themselves to the sole jurisdiction of the Court of Bucharest.

Trans Sped at all times operates in accordance with the Romanian legislation in force. The Romanian law is the proper law of Trans Sped contracts, regulations, and their execution, and they are to be construed by the Romanian law.

## 11. TSP and repository licenses, trust marks and audit

Trans Sped repository is available at <https://ca.transsped.ro/repository/>

**Romanian Trusted List**

<http://www.mcsi.ro/Minister/Domenii-de-activitate-ale-MCSI/Tehnologia-Informatiei/Servicii-electronice/Semnatura-electronica/TrustedList-versiunea-pdf>

<http://www.mcsi.ro/Minister/Domenii-de-activitate-ale-MCSI/Tehnologia-Informatiei/Servicii-electronice/Semnatura-electronica/TrustedList-versiunea-xml>