

PUBLIC KEY INFRASTRUCTURE
DISCLOSURE STATEMENT
(PKI DISCLOSURE STATEMENT)

(eIDAS – PDS)

Version: 1.0

Publication date: 07.06.2017

Contents

1. Contact details with the certification authority StampIT	3
2. Certificate type, certification procedure and usage	3
3. Reliance limits	4
4. Obligations of subscribers	4
5. Certificate status checking obligations of relying parties	5
6. Limited warranty and disclaimer/ limitation of liability	5
7. Applicable agreements, Practice for provision of qualified certification services by Information Services JSC, policies for provision of qualified certificates	5
8. Privacy statement	6
9. Refund policy	6
10. Applicable law, complaints and resolution of disputes	6
11. Provider of qualified certification services and licenses for repositories, trust marks and audit....	6

1. Contact details with the certification authority StampIT

Information Services JSC - StampIT

11, Lachezar Stanchev Str. Izgrev

1756 Sofia, Bulgaria

Tel.: + 359 2 9656 291

Fax: + 359 2 9656 212

Website: www.stampit.org

E-mail: support@mail.stampit.org

2. Certificate type, certification procedure and usage

Certificate type

This statement applies only to qualified certification services provided by StampIT. Public key qualified certificates are issued by the certification authority StampIT Global Qualified CA within the qualified certification services of StampIT. Profile and any other limitation of certified public key certificate issued by the StampIT Global Qualified CA are compliant with the ETSI EN 319 411-2.

Identification and validation of identity upon issuing qualified certificates

Qualified certificate is issued to a natural person after verification of his/her identity. Verification of the identity is carried out by a registration authority of StampIT. A natural person, requesting issuance of a qualified certificate shall be identified by his/her national identity document. Request for issuing a qualified certificate of StampIT may be submitted also through an attorney/authorized representative depending on the type of the qualified certificate and the conditions for its issuance. Authorization shall be proven by notarized power of attorney, certificate of good standing (if applicable) and other documents establishing the connection between a principal and an authorized representative/attorney and his/her rights.

Use

Qualified certificates issued by StampIT may only be used in compliance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

3. Reliance limits

StampIT shall be liable to the Subscribers for the provided certification services in case that any harm has occurred as a result of the incorrect application of the policies and the practice by the Provider's employees.

If it is confirmed and accepted that such event has occurred, then StampIT agrees to pay damages up to the maximum amount specified by the national law however without exceeding the amount of damages.

In connection with the risk for liability for caused damages in compliance with Regulation (EU) № 910/2014 StampIT shall maintain sufficient financial resources and/or shall contract appropriate liability insurance in accordance with the national law.

4. Obligations of subscribers

By applying for the issuance of a qualified certificate and for conclusion of a contract for certification services, the subscriber agrees to comply with the Practice for provision of qualified certification services by Information Services JSC, the relevant policy for provision of qualified certificates, and the General Terms and Conditions for provision of qualified certification services issued by Information Services JSC.

The subscriber shall:

- comply with the contract concluded with Information Services JSC;
- enter true data in the request submitted to the registration authority;
- immediately notify Information Services JSC for all errors, defects or changes in the qualified certificate;
- apply its own key pair and the public keys of other certification services users only for the purposes stated in the Practice for provision of qualified certification services by Information Services JSC and shall take all reasonable measures to keep confidential, and properly protect at all times the private key by controlling the access to devices containing its private key;
- immediately notify Information Services JSC when a private key has been or there is a reason to strongly suspect it would be compromised;
- not use the qualified certificate if the validity period thereof has expired and the certificate has been revoked or suspended;
- make his private keys inaccessible to other persons;
- use the qualified certificate only for the purpose specified in the certificate and in the Practice for provision of qualified certification services by Information Services JSC, the relevant policy for provision of qualified certificates, and the General Terms and Conditions for provision of qualified certification services issued by Information Services JSC.

5. Certificate status checking obligations of relying parties

A relying party using the services of Information Services JSC can be any person who accepts the qualified electronic signature or seal relying on the validity of the connection between subscriber's identity and its public key confirmed by the certification authorities of StampIT.

The relying parties shall:

- verify the validity of the qualified certificate in the directory of CRL or any other available directory, which is published by StampIT;
- verify that an electronic signature or seal has been created by means of a private key corresponding to a public key set in the subscriber's certificate issued by StampIT;
- verify that a signed message/document or a certificate have not been modified after being signed;
- carry out cryptographic operations accurately and correctly, using the relevant software and devices.
- trust only those qualified certificates that are used in accordance with the declared purpose and their status was verified based on the valid Certificate Revocation Lists.

6. Limited warranty and disclaimer/ limitation of liability

Information Services JSC shall not be liable for any activities of third persons, subscribers and other parties, which are not connected with Information Services JSC. Particularly Information Services JSC shall not be liable for:

- damages arising out from natural disasters: fire, flood, earthquake and other unforeseen or unavoidable events of extraordinary character;
- damages arising out from the installation and usage of applications and devices used for generating and managing cryptographic keys, encryption, creating of an electronic signature that are included in the unauthorized applications list (applicable to relying parties) or that are not included in the authorized applications list (applicable to subscribers);
- damages caused by incorrect use of issued qualified certificates;
- storage of false data in the database of StampIT and their publication in a qualified certificate issued to the subscriber in the case of subscriber's stating such false data.

7. Applicable agreements, Practice for provision of qualified certification services by Information Services JSC, policies for provision of qualified certificates

Information services JSC publishes on its website <http://www.stampit.org> the following documents for the provided services:

- Practice for provision of qualified certification services (Certification Practice Statement - CPS) by Information Services JSC
- Policy for provision of qualified certificates for qualified electronic signature and qualified electronic seal;

- Policy for provision of qualified certificates for advanced electronic signature and advanced electronic seal;
- Policy for provision of time-stamping services;
- Policy for provision of qualified website authentication certificates;
- General Terms and Conditions for provision of qualified certification services;
- Public key infrastructure disclosure statement (PKI Disclosure Statement);
- Tariff for provision of qualified certification services by Information Services JSC;
- Documents connected with the issuance and management of qualified certificates.

8. Privacy statement

Information Services JSC shall process subscribers' personal data in compliance with the effective law on personal data protection.

9. Refund policy

Information Services JSC endeavours to secure the highest level of quality of its services. If a subscriber or a relying party is not satisfied with the services, they may request certificate revocation and fee refund only if Information Services JSC does not fulfil its obligations and duties specified in the subscriber agreement and this document.

10. Applicable law, complaints and resolution of disputes

The activity of Information Services JSC is based on the general rules stated in the Practice for provision of qualified certification services by Information Services JSC and complies with the effective national law and the applicable EU law. Disputes connected with qualified certification services of Information Services JSC will be settled first by mutual agreement. Failing to settle the dispute by negotiations within 30 days, the parties may refer the dispute for resolution to the relevant competent court.

11. Provider of qualified certification services and licenses for repositories, trust marks and audit.

Audits checking the consistency with procedural and legal regulations and particularly the consistency with the Policies for provision of qualified certificates and the Practice for provision of qualified certification services shall be carried out at least once every 24 months.