Terms and Conditions of the Qualified Electronic Registered Delivery Service

Access Level: Public

Copyright Notice

Change History

Version	Author	Approved by	Date of Approval	Comment
1.0	Pau Mestre	Coordination Committee	20th November 2019	Initial Version of the Document

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Disclosure Statement

1.1 Scope

This disclosure statement contains the terms and conditions pertaining to the Qualified Electronic Registered Delivery Services (hereinafter "ERDS") of Signaturit Solutions, SL. This document does not represent the integrity of the contractual relationship between Signaturit Solutions S.L., the Qualified Trust Service Provider (hereinafter, the "QTSP"), and the Subscriber and shall be considered a part of it and applicable to the whole.

1.2 Qualified Electronic Registered Service Provider contact info

Name of the QERDSP	Signaturit Solutions, S.L.
Address	Avila Street 29, Barcelona (08005), Spain
Email	legal@signaturit.com
Telephone	(+34) 935 511 480
Contact Person	Legal Department

For revocation purposes please contact the Qualified Electronic Registered Service Provider (hereinafter, "QERDSP") and/or Certification Authority (hereinafter, "CA") and follow the specifications established in Section 4.9 of the Certification Practice Statement (CPS) of the Certification Authority found in the following link:

http://pki.signaturit.com/pki/Signaturit_CPS_CA.pdf

Receive, reroute and deliver an email from a sending user to one or more receiving users, generating a digitally signed certificate that accredits sending email address, receiving email addresses, message content and delivery in the email inbox of the target server.

1.3 Certificate type, validation procedure and usage

This document relates to the QTSP's Electronic Registered Delivery service, for which the TSA signs qualified timestamps electronically using private keys that are specifically reserved for this purpose in order to provide ERDS.

Signaturit provides qualified timestamping service and the issuances of certificates for natural persons. Please review the applicable norms for these services in the following link:

http://www.signaturit.com/en/pki

For validation purposes please review Section 4.9.9 of the CPS.

For certificate usage please review Section 1.4 of the CPS.

1.4 Reliance limits

The QTSP only issues certificates that must be used compliant with its Basic Constraints. Uses not specified in the Certification Practice Statement, or in the certificate itself are forbidden. Also, certificates used against compliance of the Applicable Legislation are prohibited.

The ERDS is synchronized with UTC [ROA] with an accuracy of 1 second or better by using Network time protocol (hereinafter, "NTP").

The QERDS is synchronized with different NTP servers for which a polling is performed periodically making sure that the time accuracy is always under one second, which is the maximum allowed. If any error occurs and the time accuracy is detected to be over one second, the TSA will not issue time stamps as stated in ETSI EN 319 421.

Logs of issued qualified timestamps are preserved for at least fifteen (15) years in accordance to the Spanish "*Ley 59/2003, de 19 de diciembre, de firma electronica*".

1.5   Obligation of subscribers

The subscriber is obligated to use qualified time-stamping service and qualified electronic certificates in compliance with this document and applicable agreements set out in Section 1.8.

1.6   TSU public key certificate status checking obligations of relying parties

Must ensure that the qualified timestamps have been properly signed and check the CRL to confirm that the private key used for signing these qualified timestamps are not compromised. The CRL can be verified in the following link:

http://pki.signaturit.com/crl

Relying parties must also verify compliance with Section 1.4 of the CPS.

1.7   Limited warranty and disclaimer/Limitation of liability

The QERDSP is not liable for defects in provided services occurred due to incorrect or unauthorized use of services provided under a contract for provision of certification services caused by the subscriber and/or subject, in particular, for defects occurred due

to operations conducted contrary to requirements specified in this CPS, applicable Certification Policy, or for defects occurred due to force majeure events including temporary interruptions of telecommunication services etc. Furthermore, the QERDSP limits its warranties to what is stipulated in the contract signed between the QTSP and the subscriber.

Furthermore, the QERDSP has a civil liability insurance that covers up to 3 million euros, in compliance with the Spanish "*Ley 59/2003, de 19 de diciembre, de firma electronica*".

1.8   Applicable agreements and practice statement

The following documents are considered applicable to the relationship between the QERDSP and the subscriber:

   a. Certification Practice Statement of Signaturit
   b. Terms and Conditions for the PKI
   c. Terms and Conditions of the Timestamp Service
   d. Policy and Certification Practice Statement of the Electronic Registered Delivery Service.
   e. Subscription agreement

1.9   Privacy policy

Please review the following link:

https://www.signaturit.com/en/privacy

1.10 Refund policy

Please contact the QERDSP for further information.

1.11 Applicable law, complaints and dispute resolution

- Any complaint shall be communicated to the QERDSP, per Section 1.2, in order to amicable resolve any possible dispute. If for some reason it is not possible to amicably resolve the dispute, the parties involved in the contractual relationship, waiving any other jurisdiction that may correspond, are subjected to the resolution between them to the courts of Barcelona.
- Qualified timestamps service is provided under the jurisdiction of Spanish law
- QERDS is provided under the jurisdiction of Spanish law

1.12 QERDSP and repository licenses, trust marks, and audit

The QERDSP has undergone the conformity assessment in accordance to 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, and has become a Qualified Trust Service Provider, part of the Spanish Trust-Service Status List, and has the possibility of displaying the trust mark.