Disclosure text - TSUDS (TSU Disclosure Statement) for the Electronic Timestamping Service

Regulation (UE) 910/2014

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1. DISCLOSURE TEXT – TSUDS APPLICABLE TO THE ELECTRONIC TIMESTAMPING SERVICE

This document contains the essential information in connection with the certification service of the Qualified Electronic Timestamping of the Entity of Aviva Voice Systems and Services SL

This document follows the defined structure of the Annex B of the Regulation ETSI EN 319 421-1.

1.1. Full agreement

The present document provides high-level statements with regards to AVIVA's qualified electronic timestamping service. It does not substitute, nor revoke any other policy of AVIVA available at https://www.avivavoice.com/

1.2. Contact information

1.2.1. Responsible organisation

The Qualified Electronic Timestamping Authority Aviva Voice Systems and Services SL, known as 'AVIVA´ is the result of:

Aviva Voice Systems and Services SL
C/ Golfo de Salónica 27 5ª planta Madrid 28033 Madrid
+34 912339082
info@avivavoice.com

1.2.2. Contact

For inquiries, please contact:

AVIVA VOICE SYSTEMS AND SERVICES SL
TELÉFONO: +34 912339082
EMAIL: INFO@AVIVAVOICE.COM

1.2.3. Revocation proceedings contact

For inquiries, please contact:

AVIVA VOICE SYSTEMS AND SERVICES SL
TELÉFONO: +34 912339082
EMAIL: INFO@AVIVAVOICE.COM

1.3. Types and purpose of electronic timestamping

The qualified timestamping service follows the guidelines of the PDS of the TSU Certificate with the OID 1.3.6.1.4.1.47286.1.5., issued by Uanataca, S.A., hereinafter *UANATACA*, and available in www.uanataca.com.

The service provided by AVIVA is identified with the OID: 1.3.6.1.4.1.46916.1.1 and it is in accordance with Best Practices Policy for Time-Stamp (BTSP) defined by ETSI 319 421, with the OID 0.4.0.2023.1.1.

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 are qualified certificates according to Regulation UE 910/2014 and the certificate of the TSU is issued with the policy on ETSI EN 319 411-2.

The clients receiving this electronic timestamping service are obliged to comply with the current legislation and comply with the signed contracts with this Stamping Authority, verify with the correction of the timestamping signature, the validity of the TSU certificate, as well as to verify the hash of the timestamping matches with the one that was sent previously.

1.3.1. Time stamp content

Each time stamp issued by AVIVA contains all the information required by the 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 second better (see 1.4.1 of this document).
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.

1.3.2. Certificates validation

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

- Service access of OCSP: http://ocsp1.uanataca.com/public/pki/ocsp/
- Download of the CRL from: https://www.avivavoice.com/

1.3.3. Subscribers

The subscriber is the natural or legal person that has signed the electronic timestamping service of AVIVA.

1.3.4. Timestamping issuer Entity

The electronic timestamping services are issued by AVIVA, identified previously.

1.3.5. User community and applicability

The service users will be principally, the applications and/or clients systems (natural or legal persons), which have requested these services of AVIVA. The electronic timestamping provided by TSU of AVIVA, are included as services provided by AVIVA, with a national supervisor complying with the current technical and legal regulations.

1.4. Limits of use of certificate

The electronic timestamping restrict its use in the applications and/or systems of the clients (natural or legal persons) that have signed of these services.
The electronic timestamping cannot be used for other purposes than those previously mentioned.

1.4.1. Time accuracy on the electronic timestamping

The Qualified Timestamping service of AVIVA 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)'.

AVIVA has a trustworthy source of time for highest availability that allows a level of trust of STRATUM 3, via NTP, with the CSUC.

The time accuracy of the Qualified Timestamping of AVIVA is a second regarding UTC.

1.5. Subscribers' obligations

The subscriber is obliged to:

- Apply the qualified electronic timestamping in accordance with the procedure and, if it is needed, the trustworthy technical components provided by AVIVA, as per the certification practice statement (CPS) and in the AVIVA documentation.
- Follow the specific instructions on the PDS of the TSU certificate of AVIVA.
- Verify the electronic signatures of the electronic timestamping, including the validity of the used certificate.
- Use the electronic timestamping within the limits and the area referred in this TSUDS.

1.6. Verifiers obligations

1.6.1. Informed decision

The verifier will compromise to comply the technical, operational and security requirements described in the CPS of AVIVA.

1.6.2. Verification requirement for the electronic signature related to the qualified electronic timestamping

The verification will usually be executed automatically by the verifier software and, in other case, according to the CPS and this TSUDS.

1.6.3. Trust on a non verified electronic signature related to a qualified electronic timestamping

If the verifier is confident on an electronic signature related to a non verified qualified electronic timestamping will assume all risks from that action.

1.6.4. Verification effect

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

1.6.5. Proper use and prohibited activities

The verifier agrees not to use any type of status information of qualified electronic timestamping or any other type that has been supplied by AVIVA, in performing a prohibited transaction by the applicable law of that transaction.

The verifier agrees not to inspect, interfere or perform any reverse engineer of the technical implementation of public services for electronic timestamping or certification of AVIVA without prior written consent.

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

The qualified electronic timestamping services provided by AVIVA have not been designed and its use or resale as control equipment for dangerous situations is not authorized nor for uses that require fail-safe actions, such as the operation of nuclear installation, navigation systems, air communications, or weapons control systems, where a failure could lead directly to death, personal injury or severe environmental damage.

1.7. AVIVA obligations

Regarding the provision of the qualified electronic timestamping service, AVIVA, 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 AVIVA CPS.

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.

1.8. Limited guarantees and guarantees rejection

1.8.1. AVIVA guarantee for the qualified electronic timestamping services

AVIVA guarantees to the subscriber that the timestamping complies with the material requirements established in the Certification Practice Statement (CPS).

AVIVA guarantees the relying third party on the qualified electronic timestamping that the information contained or incorporated by reference in the seal is accurate, except where indicated the opposite.

Additionally, AVIVA guarantees to the subscriber and the relying third party in the timestamping the responsibility of the Certification Authority, with the limits established.

AVIVA will not be responsible for fortuitous events or force majeure.

1.8.2. Guarantee exclusion

AVIVA rejects any other different guarantee to the previous that is not legally enforceable.

1.9. Applicable agreements and CPS

1.9.1. Applicable agreements

Applicable agreements of high-qualified electronic timestamping are the following:

- Certification services contract, which regulates the relation between AVIVA and the subscribing qualified electronic timestamping company.
- Service general terms incorporated in this disclosure text (PDS) of the TSU certificate.
- The conditions incorporated in the disclosure text TSUDS of the electronic timestamping.
- CPS regulates the certificates issuance and use of the qualified electronic timestamping certificates.

1.9.2. Certification practice statements (CPS)

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

The CPS and the operations documentation is changed periodically in the Registry and can be consulted on the website: https://www.avivavoice.com/

1.10. Privacy policy

See Section 9.4 of the CPS of AVIVA.

1.11. Refund policy

AVIVA will not reimburse the cost of certification under any circumstance.

1.12. Applicable law, competent jurisdiction, claims and legal disputes

The relations with AVIVA are governed by the Spanish law as well as the applicable civil and commercial legislation.

The competent jurisdiction is indicated in the Civil Procedure Law 1/2000, of January 7th

In case of disagreement between the parties, the parties will try an amicable settlement. For this purpose, the parties should address a communication to AVIVA, by any means, which they will leave a written record to the contact address indicated on section 1 on this document.

In case the parties do not reach an agreement, any of them could refer the dispute to the civil jurisdiction, with subjection to Law Courts of the Registered Office of AVIVA.

More information about dispute settlement can be found on https://www.avivavoice.com/

1.13. Accreditations and quality seals

Non-stipulated.

1.14. Accreditations and compliance audits

AVIVA is included in the Spanish list of trustworthy service lender (TSL) https://sede.minetur.gob.es/prestadores/tsl/tsl.pdf

Furthermore it is registered as a qualified trustworthy electronic services lender on the Energy, Tourism and Digital Agenda Department: https://sedeaplicaciones2.minetur.gob.es/prestadores/busquedaPrestadores.jsp?opcion=c

According to the guidelines on the Regulation UE 910/2014, AVIVA will perform compliance audits every 2 years.

1.15. Severability, survival, entire agreement and notification clauses

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

The requirements contained in the sections 9.6.1 (Obligations and responsibilities), 8 (Audit of conformity) and 9.3 (Confidentiality) of the CPS of AVIVA 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:

- info@avivavoice.com
- The e-mail address indicated by the subscriber on the AVIVA contract.