PDS

PKI Disclosure Statement for qualified web authentication certificates

CODICE DOCUMENTO	ICERT-INDI-PDSWS
VERSIONE	3.3
DATA	10.05.2023

INFOCERT
TINEXTA GROUP

CONTENTS

1. INTRODUCTION 3
2. CONTACTS 3
3. TYPES OF CERTIFICATE, VALIDATION AND USE 4
4. RELIANCE LIMITS 4
5. OBLIGATIONS OF THE APPLICANT/ORGANIZATION 4
6. VALIDITY STATUS OF CERTIFICATES 5
7. LIMITED GUARANTEE AND ABSENCE/LIMITATION OF LIABILITY 5
8. APPLICABLE AGREEMENTS, POLICIES AND CERTIFICATE PRACTICE STATEMENTS 6
9. PRIVACY POLICY 6
10. REFUND POLICIES 6
11. APPLICABLE LAW GOVERNING COMPLAINTS AND RESOLUTION OF DISPUTES 7

© InfoCert S.p.A. – All right reserved

1. Introduction

This PKI-Disclosure-Statement (PDS) fulfils the publication requirement specified under European standard ETSI EN 319 411-1, regarding the certification service offered by Qualified Trust Service Provider InfoCert S.p.A., ("**InfoCert**", "**QTSP**" or "**CA**" hereinafter), and is intended to provide applicants for the service with technical information necessary for its use.

Regulation (EU) n° 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, is referred to hereinafter as the "**eIDAS Regulation**".

The present document accompanies the Terms and Conditions of service and constitutes an integral part of the InfoCert contract documentation.

The publication of this PDS does not replace the publication of the Certification Practice Statement (CPS), which provides more detailed information and is available on the InfoCert website at the following link:

https://www.firma.infocert.it/documentation/.

2. Contacts

InfoCert S.p.A. – VAT reg n° 07945211006
Qualified Trust Service Provider
Piazza Sallustio, 9
00187 – Roma, Italy

Business offices
Piazza Luigi da Porto 3
35131 Padova, Italy

Phone: +39 06836691 - Fax: +39 06 23328861
Digital Signature Call Center: see the link https://help.infocert.it/contatti/
Web: http://www.firma.infocert.it/
e-mail: firma.digitale@legalmail.it

Revocation of a certificate can be requested using the relative form published on the InfoCert website and sending it via certified e-mail (PEC), registered letter or fax. The

© InfoCert S.p.A. – All right reserved

form must be signed by an entitled person, usually the legal representative of the organization.

3. Types of certificate, validation and use

InfoCert mainly issues qualified certificates for web authentication (EU Qualified Website Certificate) with organization validation, also for PSD2 fulfilments, responding to European Standard ETSI EN 319 411 and other related standards

Details, policies, use limits, and specifications on algorithms and keys are provided in the CPS (ICERT-INDI-MOWS).

The use of the certificates is permitted only in compliance with the provisions of the CPS.

4. Reliance limits

The validity period of every certificate is stated in the selfsame certificate.

Details and policies are provided in the Certificate Practice Statements available at the link https://www.firma.infocert.it/documentation.

It is forbidden to use the certificate outside of the limits and settings specified in the CPS and in the Terms and Conditions. The use of the certificates and related services for infringing rights or for violations of any kind of laws or regulations is not permitted.

Event logs connected with the issue of certificates are preserved in the compliant data storage System of informatic documents of InfoCert, for at least 20 (twenty) years from the date of expiration of the certificate up to a maximum of 23 (twenty-three) years from the date of issuance.

5. Obligations of the Applicant/Organization

The **Applicant/Organization** must abide by the clauses in the CPS and the Terms and Conditions of service, and in particular, must:

- read and understand the contract documentation and any additional informative documentation;
- follow the identification procedures adopted by the QTSP;
- provide all information necessary for the purposes of identification, accompanied, where required, by the appropriate documentation;

© InfoCert S.p.A. – All right reserved

- in signing the request for registration and certification, accept the contractual conditions regulating the provision of the service, as stated in analog or electronic forms prepared by the CA;
- safeguard the secrecy of keys and adopt all the appropriate organizational and technical measures in order to avoid damage to others;
- guarantee the absolute security and reliability of the site on which the certificate is used;
- before installing the certificate on the server, check the correctness of the certificate itself and of all the data contained therein;
- install the aforementioned certificate exclusively on servers accessible only through the domain to which the certificate itself refers, and use the relative keys only for the domain present in the certificate itself;
- up to the expiry date of the certificate, promptly inform InfoCert in writing in any circumstance that could reasonably and prudently suspect a compromise of the private key or of the certificate;
- not to use the certificate or its key in any way after its expiry, revocation or suspension.

Responsibility for the procurement and utilization of an internet connection and of all the requisite tools (hardware and software) lies with the applicant.

6. Validity status of certificates

All parties relying on information contained in certificates must check that the certificates are not revoked.

The status of the certificate can be verified free of charge by checking the CRL published by the CA at the url indicated in the certificate or via the OCSP service.

7. Limited guarantee and absence/limitation of liability

Qualified certificates are provided in accordance with this document and with the Terms and Conditions of the service. All necessary technical details are specified in the CPS.

InfoCert assumes liability for damages that may be caused directly to any natural or legal person, wilfully or through negligence, as a result of failure to fulfil the obligations set out in Regulation (EU) n° 910/2014 of the European Parliament and of the Council of 23 July 2014 and of failure on the part of InfoCert to adopt all appropriate measures for the avoidance of such damages.

© InfoCert S.p.A. – All right reserved

In a situation as described in the foregoing paragraph, the Applicant will be entitled to claim a sum by way of compensation for damages suffered as a direct result of the above noted wilful or negligent conduct, which cannot at all events exceed the maximum amounts prescribed, per single loss and in any one year, under article 3 section 7 of the Regulation attached to AgID Resolution n° 185/2017.

A reimbursement cannot be claimed in the event that the loss is attributable to improper use of the certification service or to the telecommunications network operator, or to a situation deriving from a chance event, from force majeure or from causes not in any way attributable to InfoCert.

8. Applicable agreements, policies and Certificate Practice Statements

The certificate practice statements and the terms and conditions are published on the InfoCert website at the following link https://firma.infocert.it/documentation.

9. Privacy policy

Unless expressly agreed otherwise, information concerning the Subject and the Applicant that comes into the possession of the CA in the course of its typical activities is deemed confidential and not publishable, except where intended explicitly for public disclosure: *public key, certificate (if requested by the Subject), dates of revocation and suspension of the certifica*te.

In particular, items of personal data are processed by InfoCert in accordance with Legislative Decree (Italy) n° 196 dated 30 June 2003 and with Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and on the free movement of such data, binding in its entirety since 25 May 2018.

10. Refund policies

Should a decision be taken to withdraw from the contract, the Applicant/Organization is required to inform the QTSP, before the expiry of the withdrawal period, in an explicit statement sent by certified e-mail (PEC) to richieste.rimborso@legalmail.it or by registered letter with advice of receipt to InfoCert S.p.A. - Direzione Generale e Amministrativa - Via Marco e Marcelliano, 45 00147 Roma. To this end, in the interests of convenience, the Subject can use the standard withdrawal form available on the InfoCert website at the following link: https://www.InfoCert.it/pdf/Modulo-di-recesso-tipo.pdf.

© InfoCert S.p.A. – All right reserved

The QTSP will duly refund payments that have already been remitted. The refund in question will be paid into the current account used for the initial transaction, unless the Applicant/Organization has expressly indicated different bank details for the payment; whichever the case, the payment of the refund will be ordered and remitted at no cost to the Applicant/Organization.

11. Applicable law governing complaints and resolution of disputes

The provision of the services is regulated by the current laws of Italy. For matters not expressly covered in the present document, reference is made to the Italian Civil Code and to other applicable laws. All disputes deriving from or connected with the interpretation and performance of the present agreement shall be submitted to the exclusive jurisdiction of the competent law courts in Rome, unless stated otherwise in the Terms and Conditions of this same agreement.

Should the client be a consumer, any disputes relating to the agreement concluded by the consumer shall be submitted to the mandatory local jurisdiction of the judge officiating in the district where the consumer resides or is domiciled.

12. Archives, licences and trademarks, audits

The CA does not check on the use of registered trademarks, but can refuse to generate a certificate or may seek the revocation of an existing certificate if involved in a dispute.

Verification of compliance with Regulation (EU) n° 910/2014 of 23/07/2014 in standards ETSI EN 319 401, ETSI EN 319 411-1, ETSI EN 319 411-2, has been carried out by CSQA Certificazioni S.r.l, employing the eIDAS evaluation method defined by ACCREDIA according to standards ETSI EN 319 403 and ISO/IEC 17065: 2012.

The compliance report was presented by InfoCert to Agenzia per l'Italia Digitale - AgID, which confirmed the inclusion of InfoCert in the Trusted List of Qualified Trust Service Providers as required by Regulation (EU) n° 910/2014 of 23/07/2014.

The Trusted List of Certification Authorities in Italy can be found on the AGID website at https://eidas.agid.gov.it/TL/TSL-IT.xml.

© InfoCert S.p.A. – All right reserved