

PKI DISCLOSURE STATEMENT

TIMESTAMPING

VERSIONE 1.2	DATA 16/07/2020	CODICE RISERVATEZZA Documento Pubblico	CODIFICA	Pagina 1 / 7
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Copia cartacea Controllata in distribuzione ad enti esterni	N°:
Rilasciata al	
Copia cartacea non Controllata in distribuzione ad enti esterni	N°:

Versione n.	Redazione	Verifica	Approvazione	Data
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Document History

Document Change Control

Version	Page	Change	Release date
1		First release	17/02/2017
1.1	5	Elimination of the limitation of liability of € 250.000,00 from timestamps	18/10/2018
1.2	4	Url document's and sw download	16/07/2020

1 Introduction

The present document is divided in 12 declarations according to Annex B of ETSI 319421.

1.1 The PDS structure

Statement types	Statement descriptions	Specific requirements
Entire agreement	A statement indicating that the disclosure statement is not the entire agreement, but only a part of it.	This document is meant to provide the subscriber of timestamps with a quick recap concerning all the information available in the Certificate Practice Statement and the Terms and Conditions that are the only normative references.
TSA contact info	The name, location and relevant contact information for the TSA.	<p>Poste Italiane S.p.A</p> <p>Registered office</p> <p>Viale Europa 190 - 00144 Roma</p> <p>VAT Number 01114601006</p> <p>Phone: +39 06 59589100</p> <p>Fax: +39 06 59589100</p> <p>Web http://www.poste.it/</p> <p>Email: poste@pec.posteitaliane.it</p>
Electronic time-stamp types and usage	A description of each class/type of electronic time-stamps issued by the TSA (in accordance with each time-stamp policy) and any restrictions on time-stamp usage.	<p>The policy BTSP and the one reported in the TSA Certificate Practice Statement (available on the web site) apply. The algorithm for computing the digests is SHA256. Timestamps can be requested and verified by using "firmaOK" software on the url</p> <p>http://postecert.poste.it/firma/download.shtml and https://www.poste.it/prodotti/firma-digitale-remota.html.</p> <p>Timestamps validity is the same of the associated timestamp unit certificate.</p> <p>Timestamps shall be only used as prescribed by the BTSP and Terms and Conditions. Any different usage is forbidden. Specifically, they may not be used for infringing rights or for violations of any kind of laws or regulations.</p>
Reliance limits	The reliance limits, if any.	<p>Time accuracy is within 1 (one) second.</p> <p>Logs of issued timestamps are preserved for</p>

		at least 20 (twenty) years in a legally binding (for Italy) preservation system.
Obligation of subscribers	The description of, or reference to, the critical subscriber obligations.	<p>Subscribers shall comply with all the clauses of the BTSP and of the "Terms and Conditions" document.</p> <p>Timestamps are made available following the payment of a fee.</p> <p>The provision of an Internet connection and of all the needed tools (hardware and software) is in charge to Subscribers.</p> <p>Subscribers shall inform possible users of timestamps about the applicable rules.</p> <p>Subscribers shall protect the secrecy of credentials necessary to access the Timestamp issuance system by not communicating or disclosing them to third parties.</p>
TSU public key certificate status checking obligations of relying parties	The extent to which relying parties are obligated to check the TSU public key certificate status, and references to further explanation.	<p>The relying parties shall verify that the time-stamp has been correctly signed and that the private key used to sign the time-stamp has not been compromised until the time of the verification.</p> <p>During the TSU's certificate validity period, the validity of the signing key can be checked using current revocation status for the TSU's certificate.</p> <p>The relying parties shall take into account any limitations on the usage of the time-stamp indicated by the time-stamp policy and any other precautions prescribed in agreements.</p>
Limited warranty and disclaimer/Limitation of liability	Summary of the warranty, disclaimers, limitations of liability and any applicable warranty or insurance programs.	<p>Timestamps are supplied in compliance with the BTSP and Terms and Conditions.</p> <p>Poste Italiane may not be held liable for any damage arising from any incorrect usage of timestamps other than that permitted by BTSP and Terms and Conditions.</p> <p>Poste Italiane shall be liable for its own fault or negligence. A predictable damage only may be refundable. The refunded amount in such cases may not exceed the cost of the acquired Timestamp.</p>
Applicable	Identification and	Terms and Conditions and the BTSP are

agreements and practice statement	references to applicable agreements, practice statement, time-stamp policy and other relevant documents.	available on the web site http://www.postecert.it and https://www.poste.it/prodotti/firma-digitale-remota.html
Privacy policy	A description of and reference to the applicable privacy policy.	On the basis of the Italian law on Data Protection, Poste Italiane shall process the Subscriber personal data. Poste Italiane ensures that the Subscriber personal data, including the personal data of employee and sub-contractor, are processed in compliance with the Italian regulation, and in a way that ensures a suitable protection of their integrity, availability and confidentiality. Any information about the processing scope and its limitation are available on the web site http://www.postecert.it and https://www.poste.it/prodotti/firma-digitale-remota.html
Refund policy	A description of and reference to the applicable refund policy.	Subscribers can formally complain about issues connected to the service supplied by registered mail (as for Italian law) or fax to: <ul style="list-style-type: none"> • Mail address: Poste Italiane S.p.A. VIALE EUROPA 190 00144 ROMA • PEC mailbox: poste@pec.posteitaliane.it • Fax: +39 06 59589100
Applicable law, complaints and dispute resolution	Statement of the choice of law, complaints procedure and dispute resolution mechanisms.	Timestamps supply is governed by the laws of Italy. For all matters not expressly provided herein, reference shall be made to the Italian Civil Code and the other applicable laws. All the disputes arising out of or in connection with the interpretation and the execution of this Agreement, shall be submitted to the exclusive jurisdiction of the competent Courts of Rome, Italy. In the event that the client is a consumer within the meaning of Article 66bis of the Italian Consumers' Code, any disputes related to the Agreement concluded by the consumer shall be referred to the mandatory territorial jurisdiction of the courts of their place of residence or domicile.

TSA and repository licenses, trust marks, and audit	Summary of any governmental licenses, seal programs; and a description of the audit process and if applicable the audit firm.	Poste Italiane has been assessed to be conformant with the identified time-stamp policy through the independent party.
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