



**PKI Disclosure Statement** 

Status: Actual

PWPW S.A.

Ver. 1.3

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### 1. TSP contact info

Polska Wytwórnia Papierów Wartościowych S.A. [Polish Security Printing Works PLC] Centrum Usług Zaufania Sigillum 00-222 Warszawa Sanguszki Street 1, e-mail: sigillum@pwpw.pl, Phone: (+48) 22,464 79 79 www.sigillum.pl

Phone line and e-mail address for certificate suspension, revocation and unsuspension Phone number: 0 801 640 033 available 24/7 e-mail address: <u>dyspozycja\_certyfikat@pwpw.pl</u>

# 2. Certificate type, validation procedures and usage

CUZ Sigillum issues qualified certificate for electronic signature and electronic seals, compliant with UE Regulation 910/2014 and ETSI EN 319 411-2.

O.I.Ds:

qualified certificate for electronic signature: 1.2.616.1.113725.0.0.3 - id-qcp-natural-qscd qualified certificate for electronic seals 1.2.616.1.113725.0.0.4 - id-qcp-legal-qscd qualified electronic time stamp 1.2.616.1.113725.0.0.5 - id-qtsu

Qualified certificate may be issued to natural or legal person.

Qualified certificate is issued to an individual based on the verification of their identity.

Verification of the natural person may be carried out by registration inspector or notary during faceto-face.

A person requesting a qualified certificate or electronic seal on behalf of a legal entity must be subject to a face-to-face verification procedure with proof of identity. Additionally, for people acting for the organization or person by requesting an electronic seal on behalf of a legal entity:

- the authorization of the subscriber to act and to use the certificate or electronic seal on behalf of the institution or legal entity.
- the official government record of the registration.

Qualified certificates may be used for validation of electronic signatures and electronic seals accordance with the Trust Services and Electronic Identification Act of 5th September 2016, (Dz. U. of 2016. Pos.1579).

Qualified certificates issued by CUZ Sigillum are issued 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. Electronic time-stamp types and usage

Qualified certificates issued by CUZ Sigillum are issued 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.

0.I.D.

qualified electronic time stamp 1.2.616.1.113725.0.0.5 - id-qtsu

Supported signing algorithms are sha256WithRSAEncryption (2048-bit key length).

# 4. Reliance limits

CUZ Sigillum issues certificates for electronic signatures and electronic seals after a verification procedure that is part of the certification process, registration data and logs will be kept according to CUZ Sigillum Trust Services Policy.

The financial warranty of PWPW SA in relation to individual event amounts equivalent of an  $250.000 \in$  but total financial warranties in relation to all such events cannot exceed the amount of  $1.000.000 \in$ . Financial liability applies to 12-month periods what is equivalent to the calendar year.

# 5. Obligations of subscribers

The Subscriber is obliged to appoint a duly authorised representative / representatives, responsible for the supervision over the process of correct granting and revoking of the rights to use the Subscriber data in public key certificates issued hereunder.

The Subscriber gives written consent for placing the Subscriber's data in the public key certificate issued hereunder, by concluding with CUZ Sigillum an agreement on the provision of certification services.

Prior to giving the consent for placing the Subscriber's data in the public key certificate, a representative of the Subscriber is obliged to get to know the Policy and the Terms and Conditions of Providing Services and accept the provisions stipulated therein.

In case a change of the data concerning the Subscriber recorded in the public key certificate, the Subject shall be obliged to immediately report this to CUZ Sigillum for the purpose of revoking the public key certificate and possibly generating a new public key certificate with the correct data.

The Subscriber is obliged to bear the costs of the provision of certification services according to the price list valid at CUZ Sigillum on the day of signing the agreement on the provision of certification services - if the Subscriber included an obligation to bear the said costs therein.

The Subscriber and PWPW SA must be independent entities, except for the situation in which PWPW SA issues qualified certificates for its employees.

# 6. Certificate status checking obligations of relying parties

Upon verifying the validity of a secure electronic signature or qualified timestamp:

Time stamp validity is examined based on the validity of the certification document issued to the qualified entity by the Supervisor Body in or by an entity authorised by the minister.

For the purpose of verifying the validity of time stamps issued hereunder, the Relying Party is obliged to use the public key placed on the TSL list as the Point of Trust.

The Public Key constituting a Point of Trust must be downloaded in a manner assuring its authenticity and integrity (e.g. directly from the owner of the key or a Registration Point acting on their behalf or pursuant to a procedure assuring the verification of the public key fingerprint).

The Relying Party shall be obliged to protect the integrity of the public key being a Point of Trust. In case of any doubt concerning the integrity and authenticity of the public key, the Relying party shall

be obliged to confirm it, for example by comparing the fingerprint of the public key they have with a fingerprint published by the Supervisor Body or an entity authorised by the minister.

# 7. Limited warranty and disclaimer/Limitation of liability

#### 7.1. Exclusion from the warranty

PWPW SA shall bear no liability towards the certification services recipients for:

- a) Damage resulting from the use of a public key certificate outside the scope defined herein, including if the damage results from exceeding the Highest Limit Transaction Value, if the value has been defined in the public key certificate.
- b) Damage resulting from false data of the Subscriber included in the public key certificate In case PWPW SA operates through Registration Points, it shall be liable for the activity of the Registration Points as for its own activity.

#### 7.2. Limitation of liability

PWPW SA shall bear no liability for any damage, which resulted or might have resulted for the certification services recipients for reasons other than the non-performance or undue performance of obligations by PWPW SA or by authorised entities acting on its behalf. In particular, PWPW SA shall bear no liability for:

- a) The effects of incorrect use of the Subject's private key,
- b) The effects of the use of the Subject's private key by an unauthorised person,
- c) The results of the loss of security of the cryptographic algorithms used by PWPW SA, subject to the use of the said algorithms not being compliant with executive ordinance for the Act,
- d) The results of incorrect, incompliant herewith, verification of public key certificates issued by PWPW SA, including the results of using by the Relying Party of a simplified verification procedure of public key certificates described herein.

### 8. Applicable agreements CP/CPS

PWPW SA publishes at the repository <u>https://www.sigillum.pl/Pliki</u> the following documents:

· CUZ Sigillum Trust Services Policy

- · CUZ Sigillum PKI Disclosure Statement
- · Terms & Conditions for Trust Services
- · Templates of agreements

### 9. Privacy policy

Subscriber data is processed by PWPW SA, in accordance with article 13 sections 1 and 2 of Regulation 2016/679

### 10. Refund policy

PWPW SA makes efforts 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 PWPW SA does not fulfil its obligations and duties specified in the subscriber agreement and the present document.

# 11. Applicable law, complaints and dispute resolution

Operation of PWPW SA is based on the general rules stated in CUZ Sigillum Trust Services Policy and it is in accordance with the legal acts in force in the Republic of Poland and the applicable supranational acts. Disputes related to CUZ Sigillum qualified trust services will be first settled through conciliation. If the complaint is not settled within 30 days of the commencement of conciliatory process, the parties can hand over the dispute to appropriate court. In the instance of the occurrence of arguments or complaints following the usage of an issued certificate or services delivered by CUZ Sigillum, subscribers commit themselves to notify CUZ Sigillum of the reason for the argument or complaint.

### 12. CA, TSA and repository licenses, trust marks, and audit

Audits checking the consistency with procedural and legal regulations and the consistency with CUZ Sigillum Trust Services Policy is carried out at least once for every 2 years.

### 13. Registration Points

Registration points issue certificates verify identity of Subscriber. List of registration points you can find on <u>https://www.sigillum.pl/</u>

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Document creation	1.0	01.06.2017
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# 14. A record of changes in the document