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# **A-Trust**

## **PKI DISCLOSURE STATEMENT (PDS)**

**Version: 1.1**

**Date: 2017-06-06**

## Inhaltsverzeichnis

1	Contact Information.....	3
2	Certificate Types, Validation procedure and usage.....	3
2.1	Certificate Types .....	3
2.2	Verification Procedures.....	4
2.3	Certificate Usage .....	4
3	Reliance limits.....	4
4	Obligation of subscribers .....	4
5	Certificate status checking obligations of relying parties.....	4
6	Limited warranty and disclaimer/Limitation of liability.....	5
7	Applicable agreements .....	5
8	Privacy policy .....	5
9	Refund policy .....	6
10	Applicable law, complaints and dispute resolution .....	6
11	TSP and repository licenses, trust marks, and audit.....	6

## Changes

Vers	Author	Date	Description
1.0	RS, PT, CK	2017-03-21	Initial Version
1.1	RS	2017-06-06	typos

## **1 Contact Information**

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## **2 Certificate Types, Validation procedure and usage**

### **2.1 Certificate Types**

A-Trust issues qualified certificates for individuals:

<b>Product</b>	<b>CP/CPS</b>	
a-sign premium 1.2.040.0.17.1.11	<a href="http://www.a-trust.at/docs/cp/a-sign-premium">www.a-trust.at/docs/cp/a-sign-premium</a> <a href="http://www.a-trust.at/docs/cps/a-sign-premium">www.a-trust.at/docs/cps/a-sign-premium</a>	
a-sign premium mobile 1.2.040.0.17.1.20	<a href="http://www.a-trust.at/docs/cp/a-sign-premium-mobile">www.a-trust.at/docs/cp/a-sign-premium-mobile</a> <a href="http://www.a-trust.at/docs/cps/a-sign-premium-mobile">http://www.a-trust.at/docs/cps/a-sign-premium-mobile</a>	

## **2.2 Verification Procedures**

The individual applying for a qualified certificate is identified

- by a registration officer using the applicants identity documents
- if the identity has already been verified, this identity information is used
- a valid qualified certificate issued by A-Trust can be used to issue a new qualified certificate

## **2.3 Certificate Usage**

When using certificates, it is always necessary to proceed in accordance with the according certificate policy.

## **3 Reliance limits**

The certificate is only for use with digital signatures or seals.

Data and logs concerning issuing and use of the qualified certificate are stored 30 years.

## **4 Obligation of subscribers**

The obligations of subscribers include at least:

- Obtaining the issuing certificates from A-Trust as described in the policy
- Verifying the signature/fingerprint of the certificates
- Making sure that the certificate is used as described in the applicable agreements

## **5 Certificate status checking obligations of relying parties**

The status of the certificate has to be checked according to the authority information access and CRL Distribution point information in the certificate and certificate policy:

- Online Status Protocol (OSCP): [ocsp.a-trust.at](https://ocsp.a-trust.at)
- Certificate revocation list (CRL)

## **6 Limited warranty and disclaimer/Limitation of liability**

TSP undertakes to fulfill all mandatory obligations as defined by both by applicable laws and the relevant certification policies during the duration of the agreement on the provision of certification services. If a breach of obligations on part of subscriber or a relying party having a connection with any alleged damage is determined, warranty claims shall be excluded. TSP does not provide any additional guarantees. The competent courts shall settle any rising disputes.

TSP shall not be liable for defects of provided services incurred due to improper or unauthorized use of services, particularly for operating such services in violation of the conditions specified in the certification policy. TSP shall not be liable for defects caused by force majeure, including temporary loss of communication services, etc. TSP shall not be liable for damages resulting from the use of the certificate in the period after requesting its revocation, if TSP complied with the defined deadline for publishing such revocation in the relevant revocation register.

## **7 Applicable agreements**

The relationship between the applicant and A-Trust is governed by the signature agreement and documents referenced therein. The relation between A-Trust and relying parties is regulated by the associated Certificate Policies.

Relations between entitled Registration Authorities (RA) and A-trust are defined by a standardized RA-contract.

## **8 Privacy policy**

The protection of personal data by TSP is effected in compliance with the requirements of the Austrian Data Protection Act (DSG 2000). The applicant for a certificate consents to the processing of personal data to the extent necessary for the issuance and revocation of such certificate. Regarding qualified certificates, the applicant gives TSP written consent to the processing and storage of personal data within the requirements of applicable legislation related to the issue of electronic signatures.

## **9 Refund policy**

Legitimate claims may be submitted by registered mail to the address of TSP head office. The claiming person (subscriber) must provide a description of the defects and their manifestations, as accurately as possible, the serial number of the claimed product. TSP will decide upon the complaint within reasonable time and will notify the claimant (by e-mail or registered mail). Complaints, including defects, will be processed without undue delay and not later than three months from the date of claim, unless the parties agree otherwise. The holder shall be provided with a new certificate free of charge in the following cases: if there is reasonable suspicion that the private key of the certification authority was compromised; based on the decision of the members of I.CA management, taking into account the specific circumstances; if the Authority, when receiving the request for issuance of a certificate, discovers that there exists a different certificate with a duplicate public key.

## **10 Applicable law, complaints and dispute resolution**

Trust services provided by TSP are governed by the relevant current provisions of the legislation of Austria, in particular: by Signatur- und Vertrauensdienstegesetz (BGBl. I Nr. 50/2016), Signatur- und Vertrauensdiensteverordnung (BGBl. II Nr. 208/2016) and REGULATION (EU) No 910/2014, Datenschutzgesetz 2000 ( BGBl. I Nr. 165/1999) as amended. Disputes shall be settled by the competent courts of Austria.

## **11 TSP and repository licenses, trust marks, and audit**

TSP is an accredited provider of certification services in Austria. The provision of qualified certification services by TSP is regularly subjected to audits and inspections required by legislation. all licenses used when providing trust services shall be published on TSP's web site.