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A-Trust

PKI DISCLOSURE STATEMENT (PDS)

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Changes

Vers	Author	Date	Description
1.0	RS, PT, CK	2017-03-21	Initial Version
1.1	RS	2017-06-06	Typos
1.2	RS	2017-07-25	Address, Logo
1.3	IH	2021-12-13	Adaption: seal, EU Identity, SSL-EV, timestamp; Introduction, Revocation, Reliance limits, Obligation of subscribers, Certificate status checking obligations of relying parties, Limitation of warranty and liability, GDPR

1 Introduction

This PKI Disclosure Statement (PDS) is an informational document which aims to provide information about PKI services. The PDS is not intended as a replacement for the CPS and the CPS should be read if you want to use our products and services.

2 Contact Information

A-Trust Gesellschaft für Sicherheitssysteme im elektronischen Datenverkehr GmbH

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Revocation: +43 1 715 20 60

3 Certificate Types, Validation procedure and usage

3.1 Certificate Types

A-Trust issues qualified certificates for individuals and organizations:

Product	CP/CPS
a-sign premium 1.2.040.0.17.1.11	www.a-trust.at/docs/cp/a-sign-premium www.a-trust.at/docs/cps/a-sign-premium
a-sign premium mobile 1.2.040.0.17.1.20	www.a-trust.at/docs/cp/a-sign-premium-mobile www.a-trust.at/docs/cps/a-sign-premium-mobile

a-sign premium seal 1.2.040.0.17.1.20.1	www.a-trust.at/docs/cp/a-sign-Premium-Mobile-seal
EU Identity Mobile 1.2.040.0.17.1.23	www.a-trust.at/docs/cp/euidentity-mobile www.a-trust.at/docs/cps/euidentity-mobile
a.sign SSL-EV 1.2.040.0.17.1.22	www.a-trust.at/docs/cps/a-sign-ssl-ev
a-sign premium timestamp 1.2.040.0.17.1.26	www.a-trust.at/docs/cp/a-sign-premium-timestamp www.a-trust.at/docs/cps/a-sign-premium-timestamp

3.2 Verification Procedures

The individual or organization 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

3.3 Certificate Usage

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

3.4 Revocation

Revocation can be requested by:

- The subscriber
- A legal representative or authorised person of the organization

A-Trust has the mandatory requirement to revoke certificates if there is notification that the subscriber/or legal representative in the certificate is deceased.

4 Limitations of use

The certificate is only for use with digital signatures, seals, or timestamps. Data and logs concerning issuing and use of the qualified certificate are stored for 30 years after the expiration of the certificate.

Certificates issued may only be used for the purposes that they were issued, as explained in the corresponding CPS, in the General Terms & Conditions and as identified in the key usage field of the certificate itself. Certificates are prohibited from being used for any other purpose than described, and all certificate usage must be done within the limits of applicable laws.

5 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
- provide A-Trust with correct and up-to-date data required for the generation and issuance of certificates and for the correct use of the certificates. The Subscriber warrants to A-Trust and Relying Parties that it will abide by the General Terms & Conditions, and the CPS
- Accepting the General Terms & Conditions, Privacy Statement and if applicable, sign the certificate contract. If any of the information required to issue a certificate is missing/incomplete or produces a negative outcome e.g. the organization is in bankruptcy, or the identity document is indicated not to be genuine, then A-Trust will reject the application for a certificate
- Complying with obligations in the use of the certificate, which are set out in the General Terms & Conditions and a contract where applicable. Prior to any certificate issuance the subscriber will be required to accept the General Terms & Conditions and the terms stated within any contract

Subscribers acknowledge that:

- A-Trust reserve the right to immediately revoke the certificate if the applicant has violated the terms and conditions, contractual agreements or used the certificate for other purposes than provided in the CPS;

- A-Trust reserve the right to immediately revoke the certificate if it is discovered the certificate has been used/is being used, or will be used for any criminal activity, including phishing, fraud or for the distribution of malware/viruses.

6 Certificate status checking obligations of relying parties

Relying parties are responsible for verifying:

- (1) certificate validity.
- (2) validity of the complete chain of certificates, up to the root certificate.
- (3) revocation status of the certificate.
- (4) limitations on any use of the certificate
- (5) authenticity of all Certificate Status information is verified by the electronic signature by which the information has been signed.

Relying parties that fail to check the status of the certificate cannot legitimately rely on the certificate.

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
- Certificate revocation list (CRL)

7 Limitations of warranty and liability

A-Trust undertakes to fulfil 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. A-Trust does not provide any additional guarantees. The competent courts shall settle any rising disputes.

A-Trust 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. A-Trust shall not be liable for defects caused by force majeure, including temporary loss of communication services, etc. A-Trust shall not be liable for damages resulting from the use of the certificate in the period after requesting its revocation, if A-Trust complied with the defined deadline for publishing such revocation in the relevant revocation register.

A-Trust will in no case be liable for the loss of profit, loss of sales, damage to reputation, loss of contracts, loss of customers, loss of use of any software or data, loss or use of any computer or other equipment (unless directly due to breakage of this CPS), wasted time of management or other personnel, losses or liabilities relating to or related to other contracts, indirect damage or loss, consequential damage or loss, special loss or damage. Loss includes full or partial loss or decrease in value.

A-Trust's liability for personal damages, when a person has acted in any way under, on behalf of, within or in relation to this CPS, Certificate holder agreement, the applicable contract or related contract, whether in contract, warranty, tort or any other legal theory, subject to what is explained below, are limited to actual damage suffered by this person. A-Trust will not be liable for indirect, consequential, incidental, special, example or punitive damages with respect to any person, even if A-Trust is pointed out on the possibility of such damage, regardless of how such damage or responsibility has occurred, whether in tort, negligence, justice, contract, statute, customary law or the other. As a condition, participation (including, without limitation, the use of or relying on Certificates) votes for every person participates irrevocably in that he/she do not want to claim, or in any other way search for, example, consequence, special, incidental or punitive damages and irrevocably confirms to A-Trust the acceptance of the foregoing as one condition and incentive to allow this person to participate.

8 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.

9 Privacy policy

The protection of personal data by A-Trust is effected in compliance with the requirements of the Austrian Data Protection Act and the General Data Protection Regulation. 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 A-Trust written consent to the processing and storage of personal data within the requirements of applicable legislation related to the issue of electronic signatures.

10 Refund policy

Legitimate claims may be submitted by registered mail to the address of A-Trust 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. A-Trust 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.

11 Applicable law, complaints and dispute resolution

Trust services provided by A-Trust 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, Bundesgesetz zum Schutz natürlicher Personen bei der Verarbeitung personenbezogener Daten (Datenschutzgesetz – DSG), StF: BGBl. I Nr. 165/1999, Regulation (EU) 2016/679 (General Data Protection Regulation). Disputes shall be settled by the competent courts of Vienna under Austrian law.

12 Repository licenses, trust marks, and audit

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