



TSA Disclosure Statement

Policy for Electronic Timestamping Service

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GENERAL INFORMATION

Documentary Check

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Formal Control

Redatto da:	Revisionato da:	Approvato da:
Uanataca	Alessandro Capobianco	Simone Braccagni

Version Control

Versione	Parti modificate	Descrizione delle modifiche	Data
1.0	Original	Original	23/09/2022

1. Disclosure Statement

1.1. Introduction

This TSA Disclosure Statement document (hereinafter also just "Statement"), drawn up in accordance with ETSI EN 319 421-1, is part of the TeamSystem S.p.A. (hereinafter also "TeamSystem") terms and conditions.

The Statement, prepared in accordance with the provision contained in the Annex B in the ETSI standard mentioned above contains the essential information to be known in relation to Qualified Electronic Timestamping supplied by TeamSystem.

For all the terms and definitions used within this document, it is possible to refer to the TeamSystem CPS (Certification Practice Statement) available in the following website (www.teamsystem.com) or to the definitions provided by the applicable legislation.

1.2. Document name and identification

This document is updated to the version resulting from the "Version Control" or "Documentary Check" referred to in the "General Information" of this Statement.

TeamSystem ensures constant verification and constant updating of the document that takes into account any subsequent regulatory updates.

Furthermore, TeamSystem undertakes to make this document known and available to interested parties by publishing it on its website where it is always possible to consult the latest approved version.

1.3. Contact Information

1.3.1. Organization

Below are the company data of TeamSystem and related contacts:

TEAMSYSTEM S.P.A.

Legal Office: Via Sandro Pertini n. 88, 61122, Pesaro (PU)

VAT Number: 01035310414

Phone: 0721 42661

E-mail: info@teamsystem.com

Web Site: <https://www.teamsystem.com/>

1.3.2. TSU issuing

The time stamps described in this document are issued by TeamSystem.

1.3.3. Revocation proceedings contact

For revocation request, Holders and interested parties can contact TeamSystem by communicating to one of the contacts indicated below (for the revocation the provisions of the CPS apply):

TEAMSYSTEM S.P.A. Phone: 0721 42661 E-mail: info@teamsystem.com
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1.4. Electronic time-stamp types and usage

The qualified timestamping service follows the guidelines of the PDS of the TSU Certificate with the OID 1.3.6.1.4.1.59699.8.

The service provided by TeamSystem is compliant with the Best Practices Policy for TimeStamp (BTSP) defined by ETSI 319 421.

	OID
itu-t (0) identified-organization (4) etsi (0) time-stamp-policy (2023) policy-identifiers (1) baseline-ts-policy (1)	1.3.6.1.4.1.59699.8

The electronic timestamping declared as qualified comply with the statements in the Regulation UE 910/2014 (eIDAS) and the TSU certificate is issued according to the ETSI EN 319 411-2.

Customers receiving this electronic timestamping service must comply with the current legislation and comply with the signed contracts with this Authority, to verify the timestamp signature validity and the validity of the TSU certificate.

1.4.1. Time stamping conten

Each time stamp issued by TeamSystem contains all the information required by the current regulation, such as:

1. Time stamp serial number;
2. Time stamp signature algorithm. In this case, the algorithm used is SHA-256;
3. The identifier of the certificate relative to the public key of the TSU;
4. The date and time of the time stamp;
5. The accuracy of the time source compared to UTC. In this case, 1 second maximum;
6. The identifier regarding the hash algorithm used to generate the electronic evidence (also the "Fingerprint"). The algorithm used is SHA-256 (OID: 2.16.840.1.101.3.4.2.1.);

7. The value of the Fingerprint regarding electronic evidence.

1.4.2. Certificates validation

The verification of the state of the certificates is carried out from:

- Service OCSP access:
 - <http://ocsp1.sandbox.uanataca.com/public/pki/ocsp/>
 - <http://ocsp2.sandbox.uanataca.com/public/pki/ocsp/>
- CRL Download:
 - <http://crl1.sandbox.uanataca.com/public/pki/crl/TSATeamSystem.crl>
 - <http://crl2.sandbox.uanataca.com/public/pki/crl/TSATeamSystem.crl>

1.4.3. Holders

The Holder is the natural or legal person that has signed the electronic timestamping service of TeamSystem S.p.A.

1.4.4. Issuing Authority

The electronic timestamping services are issued by TeamSystem.

1.4.5. Users and applicability

The service users will mostly consist in applications and/or clients systems (natural or legal persons), which have requested these services from TeamSystem.

The electronic timestamping services provided by TeamSystem's TSU are considered as services issued in compliance with the national supervisor body's guidelines as well as the current technical and legal regulation.

1.5. Limitations and restrictions on certificate usage

The electronic timestamping use is restricted to the applications and/or systems of the customers (natural or legal persons) that have signed up for these services with TeamSystem. The electronic timestamping cannot be used for purposes not explicitly included in the contract.

1.5.1. Time accuracy

The Qualified Timestamping service of TeamSystem is based on the use of TSP protocols on HTTP, defined in the regulation RFC 3161 'Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP)'. TeamSystem has a trustworthy source of time that allows a level of trust of STRATUM 3, via NTP, with the CSUC:

hora.adam.es.

The accuracy of the Qualified Timestamping of TeamSystem with respect to UTC is a second.

1.6. Obblighi del Richiedente

Il Richiedente si impegna a:

- realizzare le richieste di marche temporali elettroniche qualificate in accordo con la procedura e gli strumenti forniti da TeamSystem S.p.A., in conformità con quanto stabilito nel Manuale Operativo di TeamSystem;
- seguire le indicazioni specificate nel PDS del certificato della TSU di TeamSystem;
- verificare le firme elettroniche contenute nelle marche temporali elettroniche, compresa la validità del certificato utilizzato;
- utilizzare le marche temporali elettroniche entro i limiti e per i fini descritti in questo documento.

1.7. Relying Parties verification obligations

1.7.1. Informed Decision

Relying parties undertakes to comply the technical, operational and security requirements described in the CPS of TeamSystem available at the following link: <https://www.teamsystem.com/>

1.7.2. Verification requirement of the electronic signature corresponding to the qualified electronic timestamping

The verification will usually be executed automatically by the verification software (reachable at the following link: <https://vol.uanataca.com/it> which allows the verification of qualified certificates of signature and electronic seal: this application and the related procedure is indicated and described in Annex A to the CPS of TeamSystem).

1.7.3. Trust on a non-verified electronic signature related to a qualified electronic timestamping

If the Relying Parties are confident on an electronic signature related to a non-verified qualified electronic timestamping, they will assume all risks from that action.

1.7.4. Verification effect

Under the correct verification of the electronic timestamping certificates of compliance with this disclosure text (PDS), the relying parties can trust the provided information.

1.7.5. Proper use and prohibited activities

~~Relying Parties agree about not using any type of status information of qualified electronic timestamping~~ or any other type that has been supplied by TeamSystem, in performing a prohibited transaction by the applicable law of that transaction.

Relying parties will not inspect, interfere or perform any reverse engineering of the technical implementation of public services for electronic timestamping or certification of TeamSystem without prior written consent.

The qualified electronic timestamping services provided by TeamSystem are not designed for use in unauthorized dangerous situations (that require fail-safe actions), such as nuclear facilities operations, navigation systems, air communications or weapon control systems, where a failure could lead directly to death, personal injury or severe environmental damage.

1.8. TeamSystem S.p.A. obligations

Regarding the provision of the qualified electronic timestamping service, TeamSystem undertakes to:

- a. issue, deliver and manage qualified seals, according to the instructions provided by the subscriber, in the cases and for the reasons described in TeamSystem CPS;
- b. perform the services with technical media and suitable materials, and with personnel that meet the qualification conditions and experience established in the CPS;
- c. comply the quality service levels, in accordance with what is established in the CPS, in the technical, operational and security aspects.

1.9. Warranty and limitations of liability

1.9.1. TeamSystem S.p.A. warranty for timestamping services

TeamSystem guarantees to the Subscribers that the timestamping complies with the requirements established in the Certification Practice Statement (CPS).

TeamSystem guarantees that the information within the timestamp is correct.

1.9.2. Warranty exclusion

Apart from the cases expressly mentioned in this document and in the Operational Manual / CPS of TeamSystem, the latter cannot be held liable, in any capacity, towards users, for direct or indirect damages that may arise from them.

2. APPLICABLE AGREEMENTS

2.1. *Applicable agreements*

Applicable agreements to qualified electronic timestamping are the followings:

- General terms and conditions for digital certification services governing the relationship between TeamSystem and the Subscriber / Holder of the certificates available at the following link: <https://www.teamsystem.com/>
- General conditions of service and Policy included in this document;
- CPS which regulates the provision of certification services (see par. 2.2. *infra*);
- any additional Forms and / or contractual documentation expressly referred to in the above documents.

2.2. *Certification Practice Statement (CPS)*

TeamSystem certification services are technically an operationally regulated by the CPS of TeamSystem, for its subsequent updates, as well as the additional documents.

The CPS and the operations documentation are changed periodically in the Registry and can be consulted on the website: <https://www.teamsystem.com>.

2.3. *Privacy Policy*

TeamSystem, with reference to the processing of personal data, complies with current legislation, both national and community, with particular reference to Legislative Decree 196/03, as amended, and Regulation (EU) 2016/679 (hereinafter also referred to as "GDPR").

TeamSystem cannot disclose or be obliged to disclose confidential information unless a specific request comes from:

- a. the person with whom TeamSystem has an obligation to keep the information confidential, or
- b. a judicial, administrative or any other mandate provided for by current legislation.

TeamSystem, in accordance with the provisions of art. 13 of the GDPR, has prepared and adopted a precise Privacy Policy relating to the Processing of Personal Data which describes the treatments carried out by TeamSystem, as Data Controller, in relation to the provision of trust services.

The information in extended format is available on TeamSystem web site at the following address: <https://www.teamsystem.com/>.

2.4. Refund policy

For the refund policy it is necessary to refer to the relative section in the TeamSystem CPS.

2.5. Applicable law and jurisdiction

Relations with TeamSystem are governed exclusively by Italian law.

In the event of disagreement between the parties, they will attempt amicable settlement. To this end, the parties must send a communication to TeamSystem through one of the contacts indicated in this document.

For the competent court, reference is made to the TeamSystem CPS which here is to be understood as fully referred to and transcribed.

2.6. List of active trust service provider

Below is the link through which it is possible to consult the list of active trust service providers in Italy: <https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-di-servizi-fiduciari-attivi-in-italia>

2.7. Final provisions, full agreement and notifications

Le The clauses of this disclosure text are independent of each other, that's why, if any clause is held invalid or unenforceable, the remaining clauses of CPS will still be applicable.

The requirements contained in sections 9.6 (Obligations and liability), 8 (audit of conformity) and 9.3 (Confidentiality) of the CPS of TeamSystem shall continue in force after the service termination.

This text contains the full will and all agreements between the parties.

The parties mutually notify the facts by sending an e-mail to the address indicated by the Holder of the contract with TeamSystem.