

TEXT DIVULGATIVE

APPLICABLE TO

CERTIFICATE PUBLIC EMPLOYEE IN HIGH LEVEL SMARTCARD



This document contains essential disclosed in connection with the certification service ESFIRMA the Certification information.

This document follows the structure defined in Annex A of ETSI EN 319 411-1, according to the indications of paragraph 4.3.4 of ETSI EN 319 412-5.

Overview

Document Control

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Version Control

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Contact information

Organization responsible

ESFIRMA Certification Entity, hereinafter "ESFIRMA" is an initiative of:

ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA (ESFIRMA)
CALLE BARI 39 (EDIF. BINARY BUILDING)
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(+34) 976300110

Contact

For inquiries, please contact:

ESPUBLICO SERVICIOS PARA LA ADMINISTRACION SA (ESFIRMA)
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Contact for revocation process

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Type and purpose of the certificate of highlevel public

This certificate has the following OID for signature:

1.3.6.1.4.1.47281.1.1.1	in the hierarchy of the EC esFIRMA
0.4.0.194112.1.2	according to the QCP-n-qscdpolicy
2.16.724.1.3.5.7.1	Spanish senior public servant

certificates individual senior public employees are certificates qualified in accordance with Article 28 and Annex I of Regulation (EU) 910/2014 of the European Parliament and of the Council of 23 July 2014 and giving compliance with the provisions of the technical regulations identified with reference ETSI EN 319411-2.

These certificates are issued to public employees to identify as persons in the service of the Administration, agency or public entity, linking it meeting the requirements set in Article 43 of Law 40/2015 of 1 October Regime legal Public Sector for electronic signatures staff serving the Public Administrations.

Individual certificates of senior public employee, work with secure signature creation device, in accordance with Annex II of Regulation (EU) 910/2014 of the European Parliament and of the Council of 23 July 2014.

These certificates guarantee the identity of the subscriber and signer, and allow the generation of "qualified electronic signature"; that is to say, the advanced electronic signature based on a qualified certificate and which has been generated using a qualified device, which according to the regime of obligations and responsibilities of Regulation (EU) 910/2014, is equated signature written by legal effect, without having to meet any additional requirement.

Can also be used in applications that do not require electronic signatures equivalent to handwritten signature, as the applications listed below:

Signature secure email.

Other digital signature applications.

EsFIRMA does not offer backup and recovery of keys. Therefore, esFIRMA not respond in any way for any loss of encrypted information that can not be recovered.

Information uses the certificate profile indicates the following:

Field "key usage" is activated, and therefore allows the following functions:

Commitment to the content(Contentcommitment to perform the function of electronic signature)

In the the following statement field "qualified certificate Statements"

QcCompliance (0.4.0.1862.1.1), which reports that the certificate is issued asqualified:appears.

QcSSCD (0.4.0.1862.1.4), which reports that the certificate is used exclusively in conjunction with a secure signature creation device.

The "User Notice" describes the use of this certificate.

Certification entity issuing

individual certificates senior civil servant are issued by ESFIRMA, identified by the data above.

Limits usecertificate

limitsaddressed to the signatories use

the signer to use the certification service certified public individual employee high level provided by ESFIRMA solely for authorized in the contract signed between ESFIRMA and the subscriber uses, and subsequently reproduce (section "obligations of the signatories").

In addition, the undersigned agrees to use digital certification service in accordance with the instructions, manuals or procedures provided by ESFIRMA.

The signer of any law and regulation that may affect your right to use cryptographic tools employing meet.

The signer can not take measures inspection, alteration or reverse engineering of digital certification services ESFIRMA without prior permission.

Usage limits directed verifiers

Certificates are used to set its own function and purpose, but they may used for other functions and for other purposes.

Similarly, certificates must used only in accordance with applicable law, especially taking into account the existing import restrictions and export at all times.

Certificates can not used to sign requests for issuance, renewal, suspension or revocation of certificates, or to sign public key certificates of any kind, or sign certificate revocation lists (LRC).

Certificates are not designed, can not allocate and use or resale is not authorized as control equipment dangerous situations or for uses requiring actions failsafe, as the operation of nuclear facilities, navigation systems or air communications or weapons control systems, where failure could lead directly to death, personal injury or severe environmental damage.

They should take into account the limits in the various fields of the certificate profiles, visible on the website ESFIRMA <https://www.esfirma.com>

The use of digital certificates in operations that contravene this text disclosure, or contracts with subscribers, is considered to misuse the legal purposes, thus exempting a ESFIRMA, according to the law, any liability for misuse of the certificates carried the undersigned or any third party.

ESFIRMA not have access to data that can be applied using a certificate. Therefore, as result of this technical impossibility to access the content of the message is not possible by ESFIRMA issue any assessment on such content, thus assuming the subscriber, the signatory or the person responsible for the custody, any liability arising from the use of content rigged a certificate.

also will be attributable to subscriber, the signer or the person responsible for the custody, any liability that may arise from the use of it off limits and conditions contained in this text disclosure or contracts with subscribers as well as any other derivative thereof misuse of this section or that could be construed as such according to the law.

Subscribers obligations

Key Generation

Subscriber authorizes ESFIRMA to generate keys, private and public, for identification and electronic signatures of the signatories, and calls on behalf issuance of the certificate of high level civil servant.

Certificate Request

Subscriber undertakes to perform license applications individual public employee high level in accordance with the procedure and, if necessary, the technical components supplied by ESFIRMA, in accordance with what is stated in the declaration of practices certification (DPC) and documentation ESFIRMA operations.

Reporting obligations

The subscriber is responsible for all information contained in your application the certificate is accurate, complete for the purpose of the certificate and be current at all times.

The subscriber must immediately inform ESFIRMA:

From any inaccuracies detected in the certificate once issued.

Changes that occur in the information provided and / or registered to issue the certificate.

Loss, theft, theft, or any other type of loss of control of the private key by the signer.

Custodial obligations

The Subscriber shall keep all the information generatedits activity as a Registrar.

Obligations of signatories

custodial obligations

The undersigned undertakes to safeguard the personal identification code or any technical support delivered by ESFIRMA, private keys and, if necessary, specifications ESFIRMA property that are supplied. The undersigned undertakes to safeguard the personal identification code (PIN).

In case of loss or theft of the private key certificate, or if the signer suspected that the private key has lost reliability for any reason, such circumstances must be notified immediately ESFIRMA by the subscriber.

Obligations of proper use

The signer must use the certification service individual certificate senior civil servant provided by ESFIRMA, solely for authorized purposes in the DPC and any other instructions manual or procedure provided to subscriber.

The undersigned has any law and regulation that may affect your right to use cryptographic tools used comply.

A party may not adopt measures of inspection or alteration of digital certification services rendered.

The signer must stop using the private key if this key commitment, revocation, or engagement of the keys to the CA.

The undersigned recognize:

that when using any certificate, and while the certificate has not expired or has been suspended or has been revoked, the certificate will be accepted and will be operational.

It does not act as certification and, therefore, agrees not use the private key corresponding to the public keys contained in the certificates for the purpose of signing any certificate.

That if the private key be compromised, its use is immediately and permanently suspended.

Prohibited transactions

The undersigned agrees not use their private keys, certificates or any other technical support delivered by ESFIRMA in conducting any transaction prohibited by applicable law.

The digital certification services provided by ESFIRMA not designed nor allow their use or resale as control equipment in hazardous situations or for uses requiring actions foolproof, as the operation of facilities nuclear, navigation systems or air communication systems, air traffic control or weapons control systems, where an error could directly cause death, serious bodily injury or environmental damage.

Obligations of verifiers

informed decision

ESFIRMA informs the verifier that has access to sufficient information to make an informed decision when verifying a certificate and rely on the information contained in the certificate information.

In addition, the verifier recognizes that the use registry and Revocation Lists Certificates (hereinafter, "the LRCs" or "CRLs") of ESFIRMA, are governed by the DPC of ESFIRMA and undertake to meet the technical requirements, operational and security described in the DPC said requirements:.

verification requirements electronic signature

The check will normally be executed automatically by the software tester and, in any case, according to the DPC, the following

it is necessary using the appropriate software to verify a digital signature algorithms and key lengths authorized certificate and / or perform any other cryptographic operations, and establish the certificate chain when the digital signature is based to verify, since the electronic signature is verified using this certificate chain.

It is necessary to ensure that the chain of certificates identified is the adequate one for the electronic signature is verified, because an electronic signature may be based on more than one certificate chain, and it is for the verifier to make use of the most appropriate network for verification.

You need to check the revocation status of certificates in the chain with the information provided to the Register of ESFIRMA (with LRCs, for example) to determine the validity of all certificates in the certificate chain, since only those that are properly verified over

electronic signature if each and every one of the certificates in the chain are correct and are in force.

is necessary ensure that all certificates in the chain authorize use of the private key by the signer of the certificate and the signer, since there the possibility that any certificate includes usage limits that prevent relying on the electronic signature verified. Each certificate in the chain has an indicator that refers to the conditions of use applicable for review by verifiers.

Technically necessary verify the signature of all certificates in the chain before relying on the certificate used by the signer.

Trusting a certificate not verified

If the verifier trusts a certificate not verified, will assume all risks of this action.

Effect of verification

under proper verification of certificates of individual public employee high level in accordance with this informative text, the verifier can rely on the identification and, where appropriate signer public key, within the constraints corresponding use, to generate encrypted messages.

Correct use and prohibited activities

The verifier undertakes not use any information of status of certificates or any other that has been supplied by ESFIRMA, in conducting a prohibited transaction for the law applicable to the said transaction.

The verifier agrees not inspect, interfere or reverse engineer the technical implementation of public ESFIRMA certification services without prior written consent.

addition, the verifier undertakes not intentionally compromise the security of public certification services ESFIRMA.

The digital certification services provided by ESFIRMA not designed or permit the use or resale as control equipment in hazardous circumstances or for uses requiring actions foolproof, as the operation of facilities nuclear, navigation systems or air communication systems, air traffic control, or weapons control systems, where an error could cause death, serious bodily injury or environmental damage.

Indemnification

The relying party certificate agrees to indemnify ESFIRMA from harm from any acts or omissions resulting in liability, damages or losses, expenses of any kind, including court and legal representation that can incurred by the publication and use of the certificate, when any of the following:

Breach of the obligations of the third party trusts the certificate.

Reckless confidence in a certificate, under the circumstances.

Failure to check the status of a certificate, to determine which is not suspended or revoked.

Non-verification of all security measures required by the DCP or other applicable regulations.

Indicated certificate enables encryption of documents, content and data messages under the sole responsibility of the signatory. ESFIRMA not respond in any way for any loss of encrypted information that can not be recovered.

Obligations ESFIRMA

Regarding the provision of digital certification

ESFIRMA undertakes:

Issue, deliver, manage, suspend, revoke and renew certificates in accordance with the instructions provided by the subscriber, in cases and for the reasons described in ESFIRMA the DPC.

Run services with technical means and appropriate materials, and personnel that meet the conditions of qualification and experience established in the DPC.

Meet the levels of service quality, in accordance with what is established in the DPC, in the technical, operational and safety aspects.

Notify the subscriber before, the expiration date of certificates.

Release to third persons requesting the certificate status, according to what is stated in the DPC for various services certificate verification.

Regarding the registry checks

ESFIRMA is obliged to issue certificates based on the data supplied by the subscriber, so you can perform the checks it deems appropriate regarding the identity and other personal and additional information from subscribers and, when appropriate, of the signatories.

These checks may include the documentary evidence provided by the signer by the subscriber, if deemed necessary ESFIRMA, and any other documents and relevant information provided by the subscriber and / or the signatory.

In case ESFIRMA detect errors in the data to be included in the certificates or justifying this data, you can make the necessary changes before issuing the certificate or suspend the issuing process and manage the subscriber corresponding incidence. If ESFIRMA correct data without prior management of relevant incident with the subscriber, you must notify the subscriber data finally certified.

ESFIRMA reserves the right not issue the certificate if considers that the documentary evidence is insufficient for correct identification and authentication of the subscriber and / or the signatory.

The foregoing obligations shall be suspended in cases where the subscriber acting as a registration authority and has the technical elements corresponding to the key generation, certificate issuance and recording devices corporate signature.

Retention periods

ESFIRMA file records regarding issuance requests and revocation of certificates for at least 15 years.

ESFIRMA stores log information for a period of between 1 and 15 years, depending the type of information recorded.

Limited warranties and warranty disclaimers

Guarantee ESFIRMA by digital certification services

ESFIRMA to subscriber guarantees:

that no factual errors in the information contained in the certificates, known or made by the Certification Body.

No factual errors in the information contained in the certificates, due to lack of due diligence in the management of the license application or creating it.

Certificates meet all material requirements of DPC.

That revocation services and use of container materials meet all requirements of DPC.

ESFIRMA warrants to third party trusts the certificate:

that the information contained or incorporated by reference in the certificate is accurate, unless otherwise indicated.

If published in the deposit certificates, the certificate has been issued to subscriber and signer identified in it and that the certificate has been accepted.

In the approval of the certificate application and issuance of the certificate they have been met all material requirements of DPC.

The speed and security in the provision of services, especially services revocation and deposit.

Additionally, ESFIRMA guarantees the subscriber and relying party certificate:

the certificate contains the information which must contain a qualified certificate in accordance with Annex I of the EU Regulation 910/2014 of the European Parliament and of the Council of 23 July 2014.

that in the case of private keys generated the subscriber or, where appropriate, physical person identified in the certificate, confidentiality is maintained throughout the process.

Responsibility for the Certification, the limits established. In any case ESFIRMA liable for unforeseeable circumstances and force majeure.

Excluding guarantee

ESFIRMA rejects any other than the above is not legally enforceable guarantee.

Specifically, ESFIRMA does not warrant any software used by anyone to sign, verify signatures, encrypt, decrypt, or otherwise use any digital certificate issued by ESFIRMA form, except in cases where a written declaration the contrary exists.

DPC applicable agreements and

agreements applicable

agreements applicable to certificate of high level public employees are:

certification service contract, which regulates the relationship between ESFIRMA company and underwriter certificates.

General conditions of service incorporated in the text of the certificate or PDS disclosure.

DPC, governing the issuance and use of certificates.

DPC

certification services are regulated ESFIRMA technically and operationally by the DPC of ESFIRMA, for its subsequent updates, as well as additional documents.

The DPC and documentation of operations is changed periodically in the registry and can be found on the website: <https://www.esfirma.com>

Rules of trust for longterm signatures

ESFIRMA informs applicants of certificates of public employee level high that does not offer a service guaranteeing the reliability of the electronic signature of a document over time.

ESFIRMA recommended for the reliability of the electronic signature of a document over time, using the standards specified in paragraph 7.3 (trust rules for longterm signatures) of the Guide to Implementation of the Technical Standard for Interoperability "Policy Electronic Signature and certificates of the Administration ".

General considerations for rules longevus trusted signatures are collected in subsection IV.3 of the NTI electronic signature.

Privacy policy

ESFIRMA may not disclose or may be required to disclose any confidential information regarding certificates without prior specific request coming from:

- a) The person with respect to which ESFIRMA has a duty to keep information confidential, or
- b) a judicial, administrative or other provided in the legislation order.

However, the Subscriber agrees that certain information, personal and otherwise, provided in the certificate request, be included on the certificates and in the mechanism of checking the status of certificates, and that the above informationnot confidential, bylaw.

ESFIRMA does not give any person the data provided specifically for the provision of certification.

Privacy Policy

ESFIRMA has a privacy policy in section 9.4 of the CPD, and specific privacy regulation regarding the registration process, confidentiality registration, protecting access to personal information, and user consent .

It is also contemplated that the supporting documentation for the approval of the application must be preserved and duly registered with guarantees of security and integrity for a period of 15 years from the expiry of the certificate, including any in case of early loss of effect for revocation.

refund policy

ESFIRMA not reimburse the cost of certification service under any circumstances.

Applicable law, jurisdiction, and regime claims and disputes

Relations with ESFIRMA be governed by Spanish law on trust services force at all times, as well as civil and commercial law as applicable.

The competent jurisdiction is indicated by Law 1/2000 of 7 January on Civil Procedure.

In case of disagreement between the parties, the parties seek prior amicable settlement. To this end, the parties shall send a communication to esFIRMA by any means allowing the contact address indicated at the point of contact of this PDS.

If the parties fail reach an agreement the matter, either party may refer the dispute to the civil jurisdiction, subject to the courts of the registered office of esPUBLICO SA MANAGEMENT services.

An extension of dispute resolution information is available at the Internet address <https://www.esfirma.com>

Accreditations and quality seals

No stipulation.

Linking with the list of providers

<http://www.minetur.gob.es/telecomunicaciones/es-es/servicios/firmaelectronica/paginas/prestadores.aspx>

Severability, survival, and notification entire agreement

clauses of this text disclosure are independent each other, why if any provision is held invalid or unenforceable, the remaining provisions of the PDS continue apply, except expressly agreed by the parties.

The requirements contained in Sections 9.6.1 (Obligations and responsibility), 8 (Compliance Audit) and 9.3 (Confidentiality) of the CPD ESFIRMA will survive termination of service.

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

The parties made are notified each other through a referral process email to the address info@esfirma.com