

# Terms and Conditions for the Use of the Time Stamp Service

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**Security Level**

Public Document

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# 1 Information of the Version and Definitions

## 1.1 Information of the version

Date	Version	Modifications
01/06/2016	1.0	Initial version

## 1.2 Definitions and acronyms

<b>ANF AC</b>	ANF AC Malta Ltd (hereinafter, ANF AC) is a corporate entity, duly registered with the Maltese Registry of Companies, with registration number C75870 and VAT number MT 23399415.
<b>CA</b>	Certification Authority
<b>Coordinated Universal Time (UTC)</b>	The time scale based on the second as defined in ITU-R Recommendation TF.460-6 (02/02)
<b>ANF AC TSA CPS</b>	Time-Stamping Authority Policy and Practice Statement
<b>Disclosure Statement</b>	A set of statements about the policies and practices of a TSA that particularly require emphasis or disclosure to Subscribers and Relying Parties, for example to meet regulatory requirements
<b>eIDAS Regulation</b>	Regulation (EU) No 910/2014 of 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
<b>Network Time Protocol (NTP)</b>	It is a networking protocol for clock synchronization of computer systems over network packet routing with variable latency. The standard for reference is the IETF RFC 1305 (Network Time Protocol (NTP v3)).
<b>Qualified Trust Service Provider</b>	A trust service provider who provides one or more qualified trust services and is granted the qualified status by the supervisory body. In the case of ANF AC, the supervisory body is Malta Communications Authority. ( <a href="https://www.mca.org.mt/tsl/MT_TSL.xml">https://www.mca.org.mt/tsl/MT_TSL.xml</a> )
<b>Qualified Trust Service</b>	A trust service that meets the applicable requirements established in the eIDAS Regulation and which is provided by a Qualified Trust Service Provider.
<b>Real Instituto y Observatorio de la Armada (ROA)</b>	For legal purposes declared as the Spanish National Standard of this unit, as well as maintenance and official dissemination of the scale "Coordinated Universal Time" (UTC(ROA)), considered for all purposes as the basis of the legal time throughout the Spanish national territory (R.D. 23 October 1992, num. 1308/1992). It is part of the BIPM laboratory network.

<b>Relying Party</b>	The recipient of a Time-Stamp Token who relies on that Time-Stamp Token
<b>Subscriber</b>	The entity which requires the services provided by Time-Stamp Authority and has entered a Subscriber Agreement
<b>Subscriber Agreement</b>	Agreement between ANF AC and the Subscriber for use of the time-stamping service provided by SK
<b>Terms and Conditions</b>	Present document, that describes the rights, obligations and responsibilities for the Subscriber and Relying Party while using and/or relying on the time-stamping service
<b>Time-Stamp Authority (TSA)</b>	The authority which issues Time-Stamp Tokens
<b>Time-Stamp Token (TST)</b>	The data object that binds a representation of a datum to a time, thus establishing evidence that the datum existed before that time
<b>Time-Stamp Unit (TSU)</b>	A set of hardware and software which is managed as a unit and has a single Time-Stamp Token signing key active at a time (cluster of server nodes and hardware security modules (HSM) using common signing key
<b>Trust Service</b>	Described in eIDAS regulation as an electronic service which is normally provided in return for remuneration and which consists of: <ul style="list-style-type: none"> <li>• the creation, verification, and validation of electronic signatures, electronic seals or electronic time-stamps, electronically registered delivery services and certificates related to these services or</li> <li>• the creation, verification and validation of certificates for website authentication or the preservation of Electronic Signatures, seals or certificates related to these services</li> </ul>
<b>Trust Service Provider</b>	An entity that provides one or more electronic Trust Services
<b>Website</b>	<a href="https://www.anfacmalta.com">https://www.anfacmalta.com</a>

## 2 General Terms

- 2.1 ANF AC time-stamping service is in conformity with the eIDAS regulation, Maltese legislation and ETSI EN 319 421 Electronic Signatures and Infrastructures (ESI); Policy and Security Requirements for Trust Service Providers issuing Time-Stamps and other related standards.
- 2.2 The Present Terms and Conditions describe the main policies and practices are followed by the TSA and established in ANF AC TSA CPS (e.g. Disclosure Statement).
- 2.3 The Present Terms and Conditions provide the conditions of use of time-stamping service and are binding for the Subscriber, while using time-stamping service and for the Relying Party, while relying on issued time-stamps.
- 2.4 The Subscriber and ANF AC have ratified a Subscriber Agreement, which includes the present Terms and Conditions, and where all specific service conditions are detailed. In case of conflict between the Subscriber Agreement and the Terms and Conditions, the provisions of the Subscriber Agreement shall prevail.
- 2.5 ANF AC has the right to amend the Terms and Conditions at any time should ANF AC have a justified reason for such amendment. The amended Terms and Conditions along with the enforcement date, is published 30 days before their enforceability on the Website.

## 3 Time-Stamp Types and Usage

**3.1** ANF AC's TSU issues qualified electronic time-stamps as per eIDAS regulation, ANF AC's TSU does not issue non-qualified electronic time-stamps.

**3.2** ANF AC issues the TSTs in accordance to the ETSI EN 319 421 standard and the following OID:

### 1.3.6.1.4.1.18339.15.1

{iso(1) identified-organization(3) dod(6) internet(1) private(4) enterprise(1) ANF AC MALTA (18339) TSA(15) CPS-CP-EU Regulation 910/2014(1)}

- Iso (1)
- Org (3)
- Dod (6)
- Internet (1)
- Private (4)
- Enterprise (1)
- ANF AC MALTA (18339)
- TSA (15)
- CPS-CP in accordance to EU Regulation 910/2014 (1)

By including this object identifier in the generated time-stamps, ANF AC TSA claims conformance to this time-stamp policy.

**3.3** ANF AC offers time-stamping services using the RFC 5183 Time-Stamp Protocol over HTTP transport. The service URL is specified in the Subscriber Agreement. Each TST contains a Time-Stamping Policy identifier, a unique serial number and a TSU certificate containing ANF AC TSA identification information.

**3.4** ANF AC's TSU accepts SHA256, SHA384, SHA512 hash algorithms in time-stamp requests and uses the SHA-256 cryptographic hash function to sign the TST.

**3.5** ANF AC's TSU keys are 2048-bit RSA keys. The key is used only for signing TSTs

**3.6** The lifetime of TST is indefinite.

**3.7** ANF AC logs all issued TSTs. TSP event logs are retained for at least three months. Time-stamp protocols, meaning every issued time-stamp, are kept for at least 15 years. ANF AC can prove the existence of a TST at the request of a Relying Party. ANF AC may ask the Relying Party to cover the costs of such service.

## 4 Reliance Limits

- 4.1 SK TSA ensures that its clock is synchronized with UTC within the declared accuracy of 1 second using the NTP.
- 4.2 ANF AC monitors its clock synchronization and ensures that, if the time indicated in a TST drifts or jumps out of synchronization with the UTC, this is detected. In case the TSA clock drifts out of accuracy, no time-stamp shall be issued until the clock is synchronized.
- 4.3 The time-stamping service is in Spain, where a time signal is provided through the Spanish ROA's (Real Observatorio de la Armada) laboratory recognized by the international public entity Bureau International des Poids et Mesures (BIPM). For legal purposes, it is declared as the Spanish National Standard of this unit, as well as maintenance and official dissemination of the scale "Coordinate Universal Time" (UTC(ROA)), considered for all purposes as the basis of the legal time throughout the national territory (R.D. October 23<sup>th</sup>, 1992, no. 1308/1992).

The time-stamping service using the ROA time signal, and a set of NTP servers as source of time. With this configuration, the time-stamping service reaches a precision of +/- 100 ms or superior in relation to the UTC.

- 4.4 TSP event logs are retained for at least three months. Time-stamp protocols, meaning every issued time-stamp, are kept for at least 15 years.



## 5 Obligations of Subscribers

- 5.1 The Subscriber is obligated to use time-stamping service in compliance with the Terms and Conditions and applicable agreements set out in art 8.
- 5.2 The Subscriber is obligated to verify the signature of TSTs and ensure that the private key used to sign the TST has not been revoked.
- 5.3 The Subscriber is obligated to use secure cryptographic functions for time-stamping requests.
- 5.4 The Subscriber is obligated to inform its end-users (e.g. Relying Parties) about correct use of time-stamps and the conditions of the ANF AC TSA CPS. In case the Subscriber is a legal person it shall be held responsible if the end-users do not comply with their obligations. When the Subscriber is an end-user, he/she shall be held directly responsible for not complying with their obligations.

## 6 Obligations of Relying Party and TSU Public Key Certificate Status Checking

- 6.1 The Relying Party is obligated to study the risks, liabilities, limitations and uses related to the acceptance of the TSTs, which are established in ANF AC TSA CPS and the present Terms and Conditions.
- 6.2 The Relying Party is obligated to verify the validity of the TSU's public key certificate status by reference to the CRL or OCSP service located in the certificate.
- 6.3 TSU public keys are made available to Relying Parties in a public key certificate.
- 6.4 The Relying Party is obligated to verify the signature of TSTs and ensure that the private key used to sign the TST has not been compromised until the time of verification by reference to the CRL or OCSP service located in the certificate. The Relying Party is obligated to take the necessary measures to ensure the validity of the TSTs beyond the life-time of the ANF AC TSA certificates.

## 7 Limited Warranty and Disclaimer

- 7.1** ANF AC is liable for the performance of all its obligations specified in the ANF AC TSA CPS to the extent prescribed by the legislation of Malta and the European Union;
- 7.2** ANF AC, bears the risk of liability for damages that may result from the use of issued certificates, thus has signed the relevant liability insurance, and in accordance to the CA/Browser Forum emission guidelines and management of Extended Validation SSL certificates, published by CA/Browser Forum, has extended the required amount by the applicable legislation up to FIVE MILLION EURO (5.000.000. €).
- 7.3** ANF AC shall inform all the Subscribers before ANF AC terminates the service of time-stamping and shall maintain the documentation related to the terminated services and information needed in accordance to the process established in the ANF AC TSA CPS.
- 7.4** ANF AC shall not be held liable for:
- a. The mistakes in the verification of the validity of time stamps or for the wrong conclusions conditioned by omissions or for the consequences of such wrong conclusions.
  - b. the non-performance of its obligations if such non-performance is due to faults or security problems of the supervisory body, the data protection supervision authority (Office of the Information and Data Protection Commissioner), Trusted List or any other public authority.
  - c. Non-fulfilment if such non-fulfilment is occasioned by Force Majeure.
  - d. The Subscriber, with the acceptance of the certificate, disclaims ANF AC from any liability caused by any action or omission that results in liability, damages or losses, expenses of any type, including court and legal representation that may be incurred, by the publication and use of the certificate, when any of the following causes concur.
    - i. False or misleading statement made by the user of the certificate.
    - ii. User error certificate data to facilitate the application, if the act or omission brokered fraud or negligence regarding ANF AC, the Registrar or any third party that trusts the certificate.
    - iii. Negligence in the protection of the private key, in the use of a reliable system or the maintenance of the necessary precautions to prevent the compromise, loss, disclosure, modification or unauthorized use of such key.
    - iv. Employment by the Subscriber of a name (including common names, email address and domain names), or other information in the certificate, that infringes intellectual property of third parties.
    - v. Misuse of the certificate's private key for operations that are not allowed.
    - vi. Nonpayment of the issuance fees, renewal, payment of the cryptographic device, electronic signatures or any other that the subscriber has contracted.
  - e. The Relying Party of the certificate undertakes to disclaim ANF AC for any liability caused from any action or omission that results in liability, damages or losses, expenses of any type, including court and legal representation that may be incurred, by the publication and use of the certificate, when any of the following causes concur.
    - i. Breach of the obligations of the Relying Party that trusts the certificate.
    - ii. Impetuous confidence in a certificate, under the circumstances.
    - iii. Failure to verify the status of a certificate, to determine that is has not been suspended or revoked.
    - iv. Verifying the certificate by using unapproved devices by ANF AC.
    - v. Not using the re-stamping service of signatures, when one of the cryptographic components comes into risk in accordance to the publication ANF AC makes for such purpose on the Website.

## 8 Applicable Agreements and Practice Statements

- 8.1** The agreements, policies and certification practices related to the present Terms and Conditions are found in the Website:
- a. Time-Stamp Authority Policy and Practice Statement (ANF AC TSA CPS)
  - b. Subscriber Agreement



## 9 Privacy Policy and Confidentiality

- 9.1 ANF AC follows the principles of data protection, established in the ANF AC TSA CPS, when handling personal information and logging information.
- 9.2 All information that has become known while providing services and that is not intended for publication (e.g. information that had been known to ANF AC because of operating and providing the time-stamping service) is confidential. The Subscriber has a right to get information from ANF AC about him/herself.
- 9.3 ANF AC secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties by implementing different security controls.
- 9.4 Disclosure or forwarding of confidential information to a third party is permitted only with the written consent of the legal possessor of the information based on a court order or in other cases provided by the applicable legislation.
- 9.5 Additionally, non- personalized statistical data about ANF AC's services is also considered public information. ANF AC may publish non-personalized statistical data about its services.

## 10 Refund Policy

**10.1** ANF AC handles refund requests case-by-case.



## 11 Applicable Law, Complaints and Dispute Resolution

- 11.1** The time-stamping service is governed by the jurisdictions of Malta and the European Union as the location where ANF AC is registered as a CA and operates as a Qualified Trust Service Provider.
- 11.2** Any dispute arising from the present agreement, as well as those arising thereof or about - including any question regarding its existence, validity, termination, interpretation or execution - shall be settled by arbitration, administered by the International Court of Arbitration of the Distribution Business Council (TACED), in accordance with the Arbitration Rules in effect on the date of submission of the request for arbitration.
- 11.3** The Arbitral Court appointed for this purpose shall consist of a sole arbitrator, and the place of arbitration and the applicable law for settlement of the dispute shall be those corresponding to the TACED's registered office.
- 11.4** If for some reason it is not possible to settle the dispute by the arbitration procedure outlined previously, the parties, waiving any other jurisdiction that may correspond, are subjected to the resolution of any conflict that may arise between them to the courts of Malta.
- 11.5** The Subscriber or other party can submit their claim or complaint on the following email: [info@anfacmalta.com](mailto:info@anfacmalta.com).

## 12 TSA and Repository Licenses, Trust Marks and Audit

- 12.1** The time-stamping service has a qualified status in the Maltese Trusted List ([https://www.mca.org.mt/tsl/MT\\_TSL.xml](https://www.mca.org.mt/tsl/MT_TSL.xml)) Prerequisite requirement of this registration is compliance with applicable regulations and standards.
- 12.2** Since ANF AC is a Qualified Trust Service Provider, it can make use of the trust mark following the indications established in the Commission Implementing Regulation (EU) 2015/806 of 22 May 2015 laying down specifications relating to the form of the EU trust mark for qualified trust services.
- 12.3** The certifications obtained by ANF AC can be verified in the following link:  
<http://www.anfacmalta.com/certifications.html>
- 12.4** The conformity assessment body is accredited in accordance to the eIDAS Regulation. ANF AC is currently undergoing the audit and its results shall be published on the Website.



## 13 Contact Information

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