

Mandatory data

Application for the Provision of AKD QTSA Timestamp Service



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2. Subscriber Data (Person or Legal Representative)																																			
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	min 1000 transactions per month min 10.000 transactions per month min 10.000 transactions per month min 100.000 transactions per month min 100.000 transactions per month (6) QTSA Unlimited Unlimited transactions per month (7) Filled by AKD 4. Statement and Consent of the Subscriber Herewith I confirm that all data in this Application are full and accurate. I confirm that I was informed about purpose of the use of my personal data, and about my right to oppose such use, before signing this Application. I give permission to AKD to use my personal data for the purpose of providing the timestamp issuing service. By signing this Application I agree with terms and conditions stated in AKD QTSA Policy Disclosure Statement provided on the Page 2 of this Request form and available at: https://www.certilia.com/dokumenti/. 5. Delivery of TSA Service Access Data (1) Collect (2) By e-mail (3) By SMS																																		
6.	At the AKD office. Signature of Subscriber Date					E	mai	il pr	rovi	dec	in t	Ар	pplic	catio	on.								M	obil	e n			ed ir							
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1. Entire agreement

This AKD QTSA Policy Disclosure Statement (AKD TSDS) provides high level disclosure regarding the AKD Time-stamp Authority (AKD QTSA).

It can be provided as part of a subscriber agreement, but it does not replace or override the definitive applicable agreements and practice statements set out to section 8 below.

2. Contact Information

Address: AKD d.o.o, Savska cesta 31, 10000 Zagreb, Croatia Web:

http://akd.hr, e-mail: akd@akd.hr

AKD QTSA portal: https://www.certilia.com/qtsa/ Customer service: helpdesk@certilia.com Policy Management Authority: pma@akd.hr.

3. Electronic Time-stamp Types and Usage

The AKD QTSA issues qualified electronic time-stamps as per the Regulation (EU) No 910/2014.

The object identifier (OID: 1.3.6.1.4.1.43999.5.7) of the AKD QTSA time-stamp policy is based on the ETSI BTSP best practices policy for time-stamps (OID: 0.4.0.2023.1.1). This OID is referenced in every AKD QTSA issued time-stamp.

The AKD QTSA offers time-stamping services using RFC 3161 Time Stamp Protocol via HTTP transport. The Service URL and authentication method used to access the AKD QTSA service are specified in Subscriber agreements.

The AKD time-stamp units accept SHA256, SHA384 and SHA512 hash algorithms in the Time-stamp requests and use sha256WithRSA signature algorithm in the Time-stamp response.

Each time-stamp unit has its own 2048-bit RSA key which is used only for sealing time-stamp tokens (TST). The validity period of the time-stamp unit certificate is 5 years. The lifetime of TST is indefinite.

4. Reliance limits

The AKD QTSA does not set reliance limits for time-stamp services, however reliance limits may be set by applicable law or by Subscriber agreements. See Limitation of Liability in section 7 below.

The AKD QTSA assures time with an accuracy of ±1 second or better of a trusted UTC time source. If a trusted UTC time source cannot be acquired, the time stamp will not be issued.

The AKD QTSA has taken all reasonable measures to ensure a continuous 24/7/365 access and maximum availability of its services in accordance with the best business practices.

The event logs of all relevant information concerning of the AKD QTSA operation are retained for a period of 10 years to provide evidence in legal proceedings.

5. The Obligations of Subscribers

Subscriber is obligated:

- to verify that time-stamp token (TST) is correctly signed,
- to verify that the certificate used to sign TST has been valid and has not been revoked at the moment of signing TST,
- to use reliable cryptographic functions in the course of applying for time-stamping service and
- prior to using the AKD QTSA services, they will get acquainted with applicable agreements, policies and practice statements set out to section 8 below, and about their responsibilities, obligations and an acceptable way of using time-stamping services.

Refer to section 6.5.3 of the AKD TSP/PS for more information on how to verify a TST and placing a signature at a particular point in time.

6. TSU public key certificate status checking obligations of Relying Party Relying Party is obligated:

- prior to using the AKD QTSA services, to get acquainted with applicable agreements, policies and practice statements set out to section 8 below, and about their responsibilities, obligations and an acceptable way of using time-stamping services,
- to verify that the time-stamp token (TST) has been correctly signed before relying on a time-stamp and that the private key used to sign the time-stamp has not been compromised until the time of the verification,

- to check the status of TSU certificate during its validity period, by using the data contained in it and
- to take into account any limitations and precautions prescribed, especially in a case of production of long term time-stamps.

If this verification takes place after the end of the validity period of the TSU certificate, the Relying Party should follow the guidance denoted in Annex D of ETSI EN 319 421. Refer to section 6.5.4 of AKD TSP/PS for more details.

7. Limitation of Liability

AKD is liable for the performance of all its obligations specified in the applicable agreements or policies and practice statements set out to section 8 below to the extent prescribed by the legislation of the Republic of Croatia and that of the European Union.

AKD is not liable for:

- damages caused by inappropriate use of time-stamping services,
- damages caused by malfunctions or errors in the software or hardware of the subscriber or a relying party,
- damages caused intentionally or negligently by the subscriber or a relying party which do not fulfil their obligations or fail to act in accordance with their obligations and
- damages that may arise from the using of the time stamp.

AKD is not responsible for any loss that may arise as a result of force majeure and other circumstances beyond the control of the AKD.

8. Applicable agreements and practice statements

The provision of time-stamp services is a subject of the Subscriber Agreements. The following relevant policies and practice statements related to present disclosure statement are published at https://www.certilia.com/dokumenti/:

- AKD QTSA Time-stamp policy and practice statement (AKD TSP/PS),
- AKD PKI Certificate Policy (AKD CP) and
- AKD KIDCA/CERTILIA Certification Practice Statement (CPS).

9. Privacy policy and confidentiality

The AKD QTSA may charge a fee for providing time-stamp services as can be specified in Subscriber Agreements.

The AKD QTSA does not refund fees for time-stamp services.

10. Price and refund policy

AKD QTSA may charge a fee for providing time-stamp services as can be specified in Subscriber Agreements.

AKD QTSA does not refund fees for time-stamp services.

11. Applicable law, complaints and dispute resolution

The time-stamping service is governed by the jurisdiction of laws of the Republic of Croatia.

All disputes between the parties will be settled by negotiations. If the dispute is not resolved amicably, the dispute will be resolved at the competent court in Zagreb. The applicable law is the law of the Republic of Croatia.

The Subscriber or other party can submit their claim or complaint on the following email: helpdesk@certilia.com. If the Subscriber is not satisfied with such resolution, a complaint may be submitted to the Policy Management Authority pma@akd.hr.

12. TSA and repository licences, trust marks and audit

The AKD QTSA is a qualified trust service provider who issues a qualified electronic time stamp as per the Regulation (EU) No. 910/2014.

AKD operates in accordance with the Regulation (EU) No. 910/2014, Act on the Implementation of Regulation (EU) No. 910/2014 as well as under other applicable laws and regulations.

The AKD QTSA time-stamping service has a qualified status in the Croatian Trusted List which is carried out by the central government body in charge of commerce and economy.

Performance of audit and verifying compliance with the Regulation (EU) no. 910/2014 is carried out by an independent accredited conformity assessment body.