



Signe - Certification Authority

# PKI Disclosure Statement (PDS) for electronic certificates

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1.0	Document created	March 24, 2017
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1.2	Changes in the format of the document New type of certificates: Corporate signature	March 22, 2019
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# 1. Introduction and contact information

## 1.1. Introduction

This document is an informative text that aims to highlight the basics contained in the Certification Practice Statement (hereinafter CPS) and Certification Policy (hereinafter CP) of Signe S.A. (hereinafter SIGNE) with regard to electronic certificates. By no means this document is intended to develop, expand or amend the aforementioned CPS, CP of SIGNE.

This informative text is subject to the documentary hierarchy derived from the seventh clause herein, which must be respected and will be applicable at all times.

## 1.2. Responsible organisation

### **SIGNE**

Avda. de la Industria, 18 – 28760 Tres Cantos (Madrid) - España

Tel.: + 34 918 06 00 99

[www.signe.es](http://www.signe.es)

## 1.3. Organisation's contact details

For any questions, please contact:

### **SIGNE**

Avda. de la Industria, 18 – 28760 Tres Cantos (Madrid) - España

Tel.: + 34 918 06 00 99

[www.signe.es](http://www.signe.es)

[signe-ac@signe.com](mailto:signe-ac@signe.com)

## 1.4. Contact and revocation procedure

For any questions, please contact:

### **SIGNE**

Avda. de la Industria, 18 – 28760 Tres Cantos (Madrid) - España

Tel.: 902 30 17 01

[www.signe.es](http://www.signe.es)

[signe-ac@signe.com](mailto:signe-ac@signe.com)

## 2. Types and purpose of certificates

### 2.1. Definitions about recipients

- **Natural person:** person with a determinate relation with an Organisation, or belonging to the Public Administration which has signed a Signer's contract with SIGNE.
- **Legal person:** the identity corresponds to an Organisation or a Public Administration.
- **Titled:** natural person with one or more University Titles, which link the person to the corresponding universities.

### 2.2. Definitions on the use of certificates

- **Authentication:** identification of the person to allow access to a computer application.
- **Advanced electronic signature:** electronic signature carried out with a qualified certificate, pursuant to applicable legislation.
- **Qualified electronic signature:** electronic signature carried out with a qualified certificate that works with a Qualified Signature Creation Device (QSCD).
- **Advanced electronic seal:** electronic seal, created with a qualified certificate, in accordance with applicable law.
- **Qualified electronic seal:** electronic seal, created with a qualified seal electronic certificate, which works with a Qualified Seal Creation Device (QSCD)
- **Identification and automated signature:** when identification or electronic signature are created by a software application, instead of a person. May be obtained by the following variants:
  - Automated administrative action: used for identification and authentication in automated administrative proceedings (electronic automated file, electronic copies and certifications, etc.).

## 2.3. Types of certificates

Type of certificates	Recipients	Purposes	OID	Validity
Titled	Titled	Authentication, Electronic Signature	1.3.6.1.4.1.36035.1.1.2: Other devices - Medium Level	Up to 3 years
Corporate natural person	Natural person	Authentication, Electronic Signature	1.3.6.1.4.1.36035.1.2.1: Portable QSCD <sup>1</sup> - High Level  1.3.6.1.4.1.36035.1.2.2: Other devices - Medium Level  1.3.6.1.4.1.36035.1.2.3: Centralized QSCD - High Level	Up to 3 years
Corporate signature	Natural person	Authentication, Electronic Signature	1.3.6.1.4.1.36035.1.20.2: Other devices - Medium Level	Up to 3 years
Corporate electronic seal	Legal person	Authentication, electronic seal	1.3.6.1.4.1.36035.1.5.1: Portable QSCD - High Level  1.3.6.1.4.1.36035.1.5.2: Other devices - Medium Level  1.3.6.1.4.1.36035.1.5.3: Centralized QSCD - High Level	Up to 3 years
Organ seal	Legal person	Authentication, Electronic Signature, Identification and Automated Signature	1.3.6.1.4.1.36035.1.10.1: Portable QSCD - High Level  1.3.6.1.4.1.36035.1.10.2: Other devices - Medium Level  1.3.6.1.4.1.36035.1.10.3: Centralized QSCD - High Level	Up to 3 years

## 2.4. Certificate validation

CRLs are posted on SIGNE's website and the URLs identified in the issued certificates.

## 2.5. Issuing certification authority

Certificates are issued by SIGNE Certification Authority.

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<sup>1</sup> QSCD: Qualified Signature/Seal Creation Device, in compliance with the requirements set out in the Annex II to Regulation EU 910/2014.

## 3. Usage limits

Certificates will be used in accordance with their own function and purpose, and they may not be used in other functions and other purposes. Likewise, certificates must be used only in accordance with applicable law, especially given existing import and export restrictions at any given moment.

The Key Usage extension will be used to set technical usage limits to a private key corresponding to a public key listed in a X.509v3 certificate. It should be noted that the effectiveness of restrictions based on certificate extensions sometimes depend on the operation of computer applications that have not been developed or cannot be controlled by SIGNE.

Certificates are not designed, and their use or resale is not authorised, as control equipment for hazardous applications or for uses requiring fail-safe measures, such as operation in nuclear facilities, navigation systems, air communications or weapons systems, where a mistake could lead directly to death, personal injury or serious environmental damage.

### 3.1. Usage limits aimed at subscribers

Subscribers must use the digital certification service provided by SIGNE exclusively for purposes authorised by the “Specific service terms” stated concisely in clause four of this informative text.

Likewise, subscribers undertake to use the digital certification service in accordance with the instructions, manuals and procedures provided by SIGNE.

Subscribers must comply with any laws and regulations that may affect their right to use the cryptographic tools.

Subscribers cannot object SIGNE digital certification services to inspection, alteration or reverse engineering measures without express written permission from SIGNE.

### 3.2. Usage warnings aimed at verifiers

Certificate verifiers must use the information service provided by SIGNE exclusively for authorised purposes, which are concisely listed in the fifth clause herein.

Likewise, verifiers undertake to use the information service in accordance with the instructions, manuals and procedures supplied by SIGNE.

Verifiers should comply with any law and regulation that may affect their right to use the cryptographic tools in question.

Verifiers cannot object SIGNE digital certification services to inspection, alteration or reverse engineering measures without express written permission from SIGNE.

### 3.3. Evidence log

Records related to the lifecycle of certificates will be stored, either on paper or electronically, ensuring the appropriate security, authenticity, integrity, preservation and conservation methods related to the information contained in the certificate, for a period of 15 years after



certificate revocation or expiration. These records must be available to the Associated Certification Body.

Likewise, the certificate delivery sheets will be saved for a period of 15 years after certificate revocation or expiration. These records must be available to the Associated Certification Body.

## 4. Subscriber obligations

### 4.1. Certificate request and key generation

Prior to the issuance and delivery of a certificate, there must be a certificate request.

The request for issuing a certificate implies the subscriber's authorisation of SIGNE to generate its keys, and for it to issue the corresponding certificate. The key format and intended use will vary according to the profile.

The subscriber agrees to request the certificate based on:

- the specifications provided for each certificate
- the procedure stipulated in the CPS and SIGNE's operation documentation, in additions to
- the technical components supplied by the latter, if necessary.

### 4.2. Information accuracy

The subscriber assumes responsibility for all the information included, by any means, in the certificate application and that the certificate is accurate and complete for such purpose, and up-to-date at all times.

The subscriber has to report SIGNE immediately any inaccuracies detected in SIGNE certificate once issued, as well as changes in the information provided and/or recorded for issuing the certificate.

In the event that the keys holder ceases its relationship with the subscriber, the latter must immediately request the certificate's revocation.

### 4.3. Delivery and acceptance of the service

By signing the delivery slip, the subscriber, and where applicable, the key holder, acknowledges delivery of the certificate, the private key and any other technical format delivered by SIGNE and, when applicable, the personal identification code. The subscriber will likewise confirm that these elements are working properly.

The subscriber, and where applicable the key holder accepts — by signing the delivery slip or via the electronic certificate acceptance procedure — the certificate as specified in SIGNE's General Certification Policy.

The subscriber must manage the signature of the key holder delivery slip and safeguard it for a period of fifteen (15) years after certificate revocation or expiration. All the information will be available to SIGNE, except when the certificate activation occurs by electronic means.

### 4.4. Key holder

The subscriber agrees to inform those responsible for key safeguarding of the terms and conditions governing the use of certificates.

Likewise, the subscriber agrees that key holders fulfil their obligations as stipulated in the corresponding delivery slip.

#### **4.5. Safeguarding obligations**

The subscriber undertakes to, where necessary, safeguard the personal identification code, the card or any other technical format delivered by SIGNE, the private keys and, if necessary, the specifications owned by SIGNE that may have been supplied.

In the event of loss or theft of the private key for the certificate, or if the subscriber suspects that the reliability of the private key has been undermined for any reason, he/she must immediately notify SIGNE.

#### **4.6. Proper use obligations**

The subscriber must use the digital certification service, the public and private keys, the card or any other technical format delivered by SIGNE solely for purposes authorized in the General Certification Policy in accordance with the “Specific service terms” as well as any other instruction, manual and procedure supplied to subscribers by SIGNE. The subscriber will recognise that when using the certificate, and while it has not expired or has been suspended or revoked, accepts the certificate and it will be operational.

#### **4.7. Prohibited transactions**

Subscribers agree not to use their private keys, certificates, cards or any other technical format delivered by SIGNE in carrying out transactions prohibited by applicable law.

SIGNE’s digital certification services are not designed nor do they permit the use or resale as control equipment in hazardous situations or for uses requiring fail-safe measures, such as operation in nuclear facilities, air navigation or communication systems, air traffic control systems or weapons control, where an error could directly cause death, bodily injury or serious environmental damage.

The certificates are issued to subscribers for the purposes expressly listed in the third section of the second clause of this informative text.

Any other use outside those described in this clause is expressly excluded and formally prohibited.

## 5. Verifier obligations

### 5.1. Informed consent

SIGNE informs verifiers that they have access to information enough to make an informed decision when verifying a certificate, and they can rely on the information contained therein.

Verifiers acknowledge that the use of SIGNE's Register and Certificate Revocation Lists (hereinafter "the CRLs") is governed by SIGNE's General Certification Policy and undertakes to comply with the technical, operational and security requirements detailed in the aforementioned Policy.

### 5.2. Electronic signature verification requirements

In order to rely on an electronic signature, it is essential for verifiers to check the existence and validity of both the certificate and the electronic signature, by implementing the verification procedure.

Verification involves checking the authenticity and integrity of the signed electronic document, in order to determine that it was indeed generated by the legitimate certification authority, i.e. SIGNE, using the private key corresponding to the public key contained in the subscriber's certificate and that the document was not modified since the electronic signature was generated.

Certificate authentication will be performed automatically by the verifier's software based on services and, in any case, in accordance with the General Certification Policy and the following requirements:

- Using appropriate software to verify the certificate digital signature, authorised key algorithms and length and/or carry out any other cryptographic operation and establish the certificates chain on which the electronic signature being checked is based, since the electronic signature is verified using this certificate chain.
- Ensuring that the certificate chain identified is the most appropriate for the electronic signature being verified, since an electronic signature can be based on more than one certificate chain, and it is up to the verifier to ensure that the most appropriate chain is used for verification.
- Checking the certificate revocation status in the chain with the information provided in SIGNE's Register (with CRLs for instance) to determine the validity of all certificates in the certificate chain, given that an electronic signature can only be deemed to be properly verified if each and every one of the certificates in the chain are correct and in force.
- Ensure that all certificates in the chain authorise the use of the private key certificate by the certificate subscriber and the key holder, due to the possibility that some licenses may include usage limits that prevent relying on the electronic signature being verified. Each certificate in the chain has an indicator that refers to applicable usage terms to be reviewed by verifiers.

- Technically verify the signature of all certificates in the chain before trusting the certificate used by the signatory.
- Determine the date and time when the electronic signature was generated, since the electronic signature can only be deemed properly verified if it was created within the validity period of the certificate chain on which it is based.
- Define the data that has been digitally signed, since these will be used in signature verification.
- Technically verify the signature itself with the signer's certificate endorsed by the certificate chain.

### **5.3. Due diligence**

Verifiers have to act with the utmost diligence before relying on any Certificates. In particular, verifiers undertake to use the electronic signature verification software with the appropriate technical, operational and security aptitude to properly execute the signature verification process, and shall be exclusively responsible for any damage that may result from the incorrect selection of such software.

The previous limitation shall not apply when SIGNE has provided the verification software to the Verifier.

The Verifier can trust a certificate if the following conditions concur:

- The electronic signature must be able to be verified pursuant to the requirements of section two of the fifth clause.
- The Verifier must have used updated revocation information when carrying out signature verification.
- The type and class of certificate has to be appropriate for the intended use.
- The Verifier shall take into account other additional limitations for use of the certificate as noted in any way on the certificate, including those not processed automatically by the verification software, included as reference in the certificate and contained in these usage terms. Specifically, a certificate does not grant rights and powers from SIGNE to the subscriber or key holder beyond the description of the certificate according to the second clause of this informative text or other express indication of SIGNE or the subscriber itself.
- Finally, trust has to be reasonable under the circumstances. If circumstances require additional guarantees, the Verifier must obtain these guarantees to substantiate reasonable trust.

In any case, the final decision in terms of trusting a verified certificate or not is exclusively up to the Verifier, who has to take an active attitude and who is required to access all the information prepared by SIGNE to take his or her decisions in a fully informed manner. In case of doubt, the Verifier should not trust the certificate.

### **5.4. Trust in an unverified signature**

It is forbidden to trust or otherwise use a signed, unverified certificate.

If the Verifier trusts a certificate, he or she will assume all the risks of this action.

### **5.5. Verification effect**

Based on the proper verification of a signature and/or certificate, in accordance with the usage terms, the Verifier can trust the certificate data and/or signature based on the former, within the corresponding usage constraints.

### **5.6. Correct use and prohibited activities**

The Verifier undertakes not to use any certificate status information or any other information supplied by SIGNE in performing any act prohibited by the law applicable.

The Verifier undertakes not to inspect, interfere or reverse engineer the technical implementation of SIGNE public certification services without prior written consent of SIGNE.

Moreover, the Verifier undertakes to not intentionally compromise the security of SIGNE's public certification services.

SIGNE's digital certification services are not designed nor do they permit use or resale as control equipment in hazardous situations or for uses requiring fail-safe measures, such as operation in nuclear facilities, air navigation or communication systems, air traffic control systems or weapons control, where an error could cause death, bodily injury or serious environmental damage.

## 6. Limited warranty and disclaimers

### 6.1. SIGNE warranty for digital certification services

SIGNE undertakes to provide digital certification services in certain technical and operational conditions as set out in its General Certificate Policy, including a Certificate Register, where the information regarding certificate status is published.

SIGNE undertakes to issue status information, including the suspension and revocation of certificates issued in accordance with the General Certification Policy.

SIGNE guarantees the following information service conditions:

- The certificate contains accurate and current information at the time of issuance, duly verified in accordance with the provisions of current legislation.
- The certificate meets all the requirements regarding content and format stipulated by the General Certification Policy.
- SIGNE's private key has not been compromised, unless otherwise notified by the Register.

### 6.2. Disclaimer

SIGNE does not guarantee any software whatsoever used by anyone to create, verify or use in any way, any digital signature or digital certificate issued by SIGNE itself, except when there is a written declaration to the contrary.

### 6.3. Insurance

SIGNE, as a trust service provider, has guarantee enough to cover its liability under the law, unless it's exempted by law from this obligation.

In case of misuse or unauthorised use of certificates, SIGNE (or the relevant Associated Certification Body) does not act as a fiduciary agent before subscribers and third parties, who must directly address the person in breach of the usage terms set out by SIGNE (or Associated Certification Body involved).

## 7. Applicable agreements, CPS and CP

### 7.1. Applicable agreements

The agreements which apply to the certificate are listed in the “service-specific terms”.

### 7.2. Certification Practice Statement (CPS)

SIGNE’s certification services are technically and operationally regulated by the Certification Practice Statement, its subsequent updates, and additional documents.

The CPS can be found at:

<https://www.signe.es/signe-ac/dpc>

Anything not covered in this informative text will be governed by the provisions of the Certification Practice Statement. Likewise, in case of contradiction between the terms of this informative text and the Certification Practice Statement of SIGNE, the latter shall prevail in any case.

### 7.3. Certificate Policy (CP)

SIGNE has a certification policy detailing technical, legal, operational and regulatory requirements, as well as the regulation of certificates, available to the user community that requests them

Anything not covered in this informative text will be governed by the provisions of SIGNE’s Certification Policy. Likewise, in case of contradiction between the terms of this informative text and SIGNE’s Certification Policy, SIGNE’s duly published Certification Policy shall prevail in any case.



## 8. Privacy policy

SIGNE cannot disclose or be compelled to disclose any confidential information concerning certificates without an advance specific request from:

- a) the person with whom SIGNE is obliged to keep confidential information, or
- b) a court, administrative order or any other kind of order provided regarding current legislation.

However, the subscriber agrees that certain information, personal and otherwise, provided in the certificate request will be included in certificates, and that the mechanism to check certificate's status, and that this information is not confidential, as stipulated by law.

SIGNE is not liable for any use made by a third party of this personal information.

## **9. Refund policy**

Not applicable.

## **10. Law and jurisdiction**

Parties shall be governed by Spanish law, particularly Law 6/2020, dated 11 November, on electronic trust services, and Regulation (EU) No 910/2014 of the European Parliament and of the Council, dated 23 July 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter eIDAS).

Parties, waiving any other jurisdiction that may correspond to them, submit to the Spanish Courts and Tribunals.

## **11. Accreditations and quality seals**

SIGNE has passed the following audits:

- eIDAS Compliance.

