

**Disclosure text - PDS
(PKI Disclosure Statement) for
remote electronic signature
certificates**

REGIONE DEL VENETO



AZIENDA
Z E R O

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1. DISCLOSURE TEXT FOR ELECTRONIC SIGNATURE

This document contains the essential information about the issuing of electronic signature certificates, a trust service provided by Azienda Zero.

1.1. Contact information

1.1.1. Responsible organisation

AZIENDA ZERO
LEGAL OFFICE: PASSAGGIO LUIGI GAUDENZIO, 1 - 35131 PADOVA
PHONE: 049/8778178, 049/8778236, 049/8778249
EMAIL: supporto.ca@azero.veneto.it

1.1.2. Electronic signature Service Provider

The certificates described in this document are issued by Azienda Zero, as mentioned previously.

1.1.3. Revocation proceedings contact

For inquiries, please contact:

AZIENDA ZERO
PHONE: 049/8778178, 049/8778236, 049/8778249
EMAIL: supporto.ca@azero.veneto.it

1.2. Types of Certificates

The following certificates have been issued by AZIENDA ZERO. They are qualified according to Article 28 and with the Annex I of the Regulation (UE) 910/2014 of the European Parliament and Board, 23rd July of 2014 and have complied with the identified technical standards with the reference ETSI EN 319 411-2.

AZIENDA ZERO has assigned to each certificate a specific object identifier (OID), as follow:

OID	Kind of certificate
1.3.6.1.4.1.52658.1.1.1	<i>Qualified certificate of electronic signatura in remote QSCD</i>

1.3. Purpose of the certificates

1.3.1. Common specifications

The qualified certificates described in this document guarantee the certificate holder identity, allowing the generation of electronic signatures based on qualified certificate.

The qualified certificates described in this document issued on QSCD operate with qualified devices for signature creation, in according with Articles 29 and 51 of the Regulation (UE) 910/2014, and which comply with the provisions of the technical standards of the European Telecommunications Standards Institute, identified with the reference EN 319 411-2. These qualified certificates guarantee the identity of the signer and allowing the generation of the ‘qualified electronic signature’; in other words, the advance electronic signature, which is based, in a qualified certificate and it has been generated using a qualified device, therefore it is compared to the handwritten signature by legal effect, without having to meet any additional requirement.

1.3.2. Certificato qualificato di firma di persona fisica in QSCD remoto

This certificate has OID 1.3.6.1.4.1.52658.1.1.1 and is a qualified certificate issued for the qualified electronic signature, according to the certification statement QCP-n-qscd with the OID 0.4.0.194112.1.2. This certificate is issued on QSCD, it is a qualified certificate as stated in Article 28 of the Regulation (UE) 910/2014 eIDAS.

It can also be used in requests that do not require the electronic signature equivalent to the handwritten signature, such as the applications listed below:

- a) Signature of secure email
- b) Other digital signature request

The ‘key usage’ field is activated exclusively for Content Commitment.

1.4. Limitations and restrictions on certificates use

1.4.1. Limitations for certificate holders

The signer can use the certification service of certificates provided by Azienda Zero, only for authorised used in the contract signed between Azienda Zero and the SUBSCRIBER, which are reproduced later (section 'obligations of the signers').

Likewise, the signer binds to use the digital certification service in accordance with the instructions, manuals or procedures provided by Azienda Zero.

The signer must comply any law or regulation that may affect his right of use of the cryptographic tools used.

The signer cannot take actions of inspection, alteration or reverse engineering of the digital certification services of Azienda Zero, without prior express permission.

1.4.2. Limitations for verifiers

Certificates are used for its own function and established purpose, without being able to be used in other functions and other purposes.

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

Certificates can't be used to sign requests of issuance, renovation, suspension or revocation of certificates, nor public key certificates of any type, or Certificate Revocation List (CRL).

Certificates haven't been designed, can't be assigned and its use or resale as control equipment for dangerous situations isn't authorised nor for uses that require fail-safe actions, as the operation of nuclear installation, navigation systems or air communications, or weapons control systems, where a failure could lead directly to death, personal injury or severe environmental damage.

There must be taken into account the limits indicated in the various fields of the certificates profiles, visible in the web of Azienda Zero (<https://azero.veneto.it/ca>).

The use of the digital certificates in operations that violate this Certification Practice Statement, the binding legal documents with each certificate, or the contracts with the Registration Authorities or their signers/subscribers, is considered to misuse the legal purposes, exempting therefore to Azienda Zero, according to the current legislation, of any liability for this misuse of the certificates made by the signer or any third party.

Azienda Zero doesn't have any access to the data on which the use of the certificate can be applied. Therefore, as a result of this technical impossibility to access to the content of the message, Azienda Zero can't issue any valuation about the mentioned content, being the subscriber, the signer or the person responsible of the custody, the one who will assume any responsibility arising from the content rigged to the use of a certificate. Likewise, any responsibility that could result from the use of the custody out of the limits and conditions of use included in this Certification Practice Statement, the binding legal documents with each certificate, or the contracts or agreements with the registration authorities or with their subscribers, and any other misuse thereof derived from this section or may be interpreted as such according to the law, will be attributable to the subscriber, signer or the responsible of it.

1.5. Subscribers obligations

1.5.1. Keys generation

The subscriber authorises Azienda Zero to generate the relevant methods and procedures, the issue of private and public keys for the signers and request on behalf the issuance, the issue of the certificate in accordance to the certification policies of Azienda Zero.

1.5.2. Certificates request

The subscriber is obliged to request the qualified certificates in accordance with the procedure and, if necessary, the technical components supplied by Azienda Zero, in accordance with what is established in the certification practice statement (CPS) and Azienda Zero operations documentation.

1.5.3. Reporting obligations

The subscriber is responsible for all information included in the application for the certificate is accurate, complete for the purpose of the certificate and updated at all times.

The subscriber must immediately inform Azienda Zero of:

- Any inaccuracies detected in the certificate once issued.

- The changes that occur in the information provided and/or registered to issue the certificate.
- The loss, theft, subtraction, or any other type of control loss of the private key by the signer.

1.6. Certificate-holder obligations

1.6.1. Custody obligations

The signer binds to custody the personal identification code or any other technical support delivered to Azienda Zero, the private keys and, if necessary, Azienda Zero properties specifications that are supplied.

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

1.6.2. Obligations of proper use

The signer must use the natural person certificate issued of certification service issued on QSCD provided by Azienda Zero, only for authorized uses in the CPS and in any other instruction, manual or procedure supplied to the subscriber.

The signer must comply any law and regulation that may affect their right of use the cryptographic tools used.

The signer won't be able to adopt the inspection, alteration or decompiling measures of the digital certification services provided.

The signer will recognize that:

- a) When using any certificate, and while the certificate has not expired or been suspended or has been revoked, the certificate will be accepted and will be operative.
- b) It does not act as certification authority and, therefore, agrees not to use the corresponding private key to the public key contained in the certificate for the purpose of signing any certificate.
- c) In case the private key is compromised, its use is immediately suspended and proceeds in accordance to this document.

1.7. Verifiers obligations

1.7.1. Informed decision

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

In addition, the verifier will recognize that the use of the Registry and the Certificates Revocation Lists (hereinafter "the CRLs") of Azienda Zero are governed by the CPS of Azienda Zero and will compromise to comply the technical, operational and security requirements, described in the mentioned CPS.

1.7.2. Electronic signature verification requirements

The check is normally performed automatically by the software verifier and, in any case, according to the CPS, with the following requirements:

- It is necessary to use the appropriate software for the verification of a electronic signature with the algorithms and key lengths authorized in the certificate and/or perform any other cryptographic operations, and establish the certificate chain based on electronic signatures to verify, since the electronic signature is verified using this certificate chain.
- It is necessary to ensure that the identified certificates chain is the most suitable for the electronic signature to verify, since an electronic signature may be based on more than one certificate chain, and it's up to the verifier make sure of the most appropriate chain for verification.
- It is necessary to check the revocation status of the certificates chain with the information provided to Azienda Zero Registry (with CRLs, for example) to determine the validity of all certificates in the certificate chain, since an electronic signature can only be considered properly verified if each and every certificate in the chain are correct and are in force.

- It is necessary to ensure that all certificates in the chain authorize the private key use by the certificate subscriber and the signer, since there is the possibility that any of the certificates include use limits that prevent rely on the electronic signature to verify. Each certificate in the chain has an indicator that refers to the conditions of applicable uses, to review by the verifiers.

- It is necessary to technically verify all certificates signature in the chain before relying on the certificate used by the signer.

1.7.3. Trusting a certificate not verified

If the verifier trusts a certificate not verified, he/she will assume all risks from that action.

1.7.4. Verification effect

Under proper verification of natural person certificate issued on QSCD, in accordance with this disclosure text, the verifier can rely on the identification and, where appropriate, on the signer's public key, within the limitations of appropriate use, to generate encrypted messages.

1.7.5. Proper use and prohibited activities

The verifier agrees not to use any certificates status information or any other type that has been supplied by Azienda Zero, in performing a prohibited transaction by the applicable law of that transaction.

The verifier agrees not to inspect, interfere or perform any reverse engineer of the technical implementation of certification public services of Azienda Zero without prior written consent.

In addition, the verifier binds not to intentionally compromise the security of certification public services of Azienda Zero.

Digital certification services provided by Azienda Zero haven't been designed and its use or resale as control equipment for dangerous situations isn't authorized nor for uses that require fail-safe actions, as the operation of nuclear installation, navigation systems or air communications, or weapons control systems, where a failure could lead directly to death, personal injury or severe environmental damage.

1.7.6. Indemnity clauses

The relying third party in the certificate agrees to indemnify Azienda Zero of any damage from any action or omission that results in liability, damage or loss, expenses of any kind, including court and legal representation that may be incurred by the publication and use of the certificate, when any of the following causes occurs:

- Breach of the obligations of the relying third party in the certificate.
- Reckless confidence in a certificate, along with the circumstances.
- Lack of checking of the certificate status, to determine that it is not suspended or revoked.
- Lack of checking of all security measures prescribed in the CPS or other applicable regulations.

1.8. Azienda Zero obligations

1.8.1. In relation to the digital certification services provision

Azienda Zero undertakes:

- a) Issue, deliver, manage, suspend, revoke and renew certificates, according to the instructions provided by the subscriber, in the cases and for the reasons described in Azienda Zero 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.
- d) Notify the subscriber, prior the certificates expiration date, the possibility of renewal and suspension, lifting of this suspension or revocation of certificates, when such circumstances occur.
- e) Communicate to third parties who request the status of certificates, according to what is established in the CPS for different certificate verification services.

1.8.2. Regarding the registry checks

Azienda Zero undertakes to issue certificates based on the data supplied by the subscriber, so can perform the checks it deems appropriate regarding the identity and other personal and supplementary information from subscribers and, where appropriate, of the signatories.

These checks may include the documentary justification provided and any other documents and relevant information provided by the subscriber and/or the signatory.

In case Azienda Zero detects errors in the data to be included in the certificates or justify these data, will be able to make the necessary changes before issuing the certificate or suspend the issuance process and manage with the subscriber the corresponding effect.

In case Azienda Zero corrects the data without prior management of relevant incident with the subscriber, it must notify the data finally certified to the subscriber.

Azienda Zero reserves the right to not issue the certificate if considers that the documentary justification is insufficient for the correct identification and authentication of the subscriber and/or the signatory.

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

1.8.3. Period of retention

Azienda Zero holds the corresponding issuance and revocation certificates requests logs for at least 15 years.

Azienda Zero holds the logs information for a period of between 1 to 15 years, depending on the type of information recorded.

1.9. Limited guarantees and guarantees rejection

1.9.1. Azienda Zero guarantees for certification services

Azienda Zero guarantees to the subscriber:

- that there are not factual errors in the information in the certificates, known or made by the Certification Authority.

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- that there are not factual errors in the information in the certificates, due to lack of diligence due to the management of the certificate request or creation of it.
 - that the certificates comply with the material requirements established in the CPS.
 - that the revocation services and the use of the Deposit comply with all material requirements established in the CPS.

Azienda Zero guarantees to the relying third parties:

- that the information contained or incorporated by reference in the certificate is accurate, except where indicated the opposite.
- in case of certificates published in the Deposit, the certificate has been issued to the subscriber identified in it and the certificate has been accepted.
- that in the approval of the certificate request and in the certificate issuance all the material required established in the CPS has been accomplished.
- the rapidity and security in the certification services provision, especially in the revocation services and Deposit.

In addition, Azienda Zero guarantees to the subscriber and the relying third party:

- that the signature qualified certificate has the information that a qualified certificate must have, in accordance with Article 28 of the Regulation (UE) 910/2014, in compliance with the technical regulation identified with reference ETSI EN 319 411-2.;
- that, in case of private keys generated by the subscriber or, where appropriate, the natural person identified on the certificate, his confidentiality is preserved during the process
- the responsibility of the Certification Authority, with the limits established. Azienda Zero will not be responsible for fortuitous event or force majeure.

1.9.2. Guarantee exclusion

Azienda Zero rejects any other different guarantee to the previous that is not legally enforceable.

Specifically, Azienda Zero does not guarantee any software used by anyone to sign, verify signatures, encrypt, decrypt, or use any digital certificate in any other way issued by Azienda Zero, except in cases where a written declaration to the contrary exists.

1.10. Applicable agreements and CPS

1.10.1. Applicable agreements

Applicable agreements to the certificates are the followings:

- Certification services contract, which regulates the relation between Azienda Zero and the subscriber certificates.
- Service general terms incorporated in this disclosure text
- CPS regulates the certificates issuance and use of the certificates.

1.10.2. Certification practice statement (CPS)

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

The CPS and the operations documentation is changed periodically in the Registry and can be consulted on the website: <https://azero.veneto.it/ca>.

1.11. Privacy policy

Azienda Zero has a privacy policy under Section 9.4 of the CPS, and a specific regulation of the privacy related to the registration process, registration confidentiality, personal data protection, and the user consent.

Likewise, it is contemplated that the supporting documentation for the request approval must be preserved and properly registered with guarantees of security and integrity for a period of 15 years from the certificate expiration, even in case of early loss of effect for revocation.

1.12. Refund policy

Azienda Zero will not reimburse the cost of certification under any circumstance.

1.13. Applicable law and competent jurisdiction

Azienda Zero relations are governed by Spanish law, and in particular by the electronic signature Regulation (UE) 910/2014, as well as civil and commercial legislation.

The competent jurisdiction is indicated in the Civil Procedure Law 1/2000, of January 7th.

1.14. Linking with the list of Qualified Providers of Trusted Electronic Services

<https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-servizi-fiduciari-qualificati>

1.15. Severability, survival, entire agreement and notification clauses

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 the PDS will still be applicable, except expressly agreed by the parties.

The requirements contained in sections 9.6.1 (Obligations and liability), 8 (audit of conformity) and 9.3 (Confidentiality) of the CPS of Azienda Zero 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 email to the following addresses:

- supporto.ca@azero.veneto.it, by Azienda Zero
- Email, indicated by the subscriber in the contract with Azienda Zero.