

1. Entire Agreement

1.1 This Disclosure Statement provides synthetic description of the Time-stamp Authority services of Telecom Italia Trust Technologies S.r.l. The Disclosure Statement It does not replace or override the definitive policy and practice documents which are available at the URL <https://www.trusttechnologies.it/download/documentazione> (hereon indicated as TSA URL) and that users, customers and all relying parts undertake to consult.

2. TSA Contact Info

2.1 The TSA is operated by **Telecom Italia Trust Technologies S.r.l.** (from now on indicated as TI.TT)

Company name:	Telecom Italia Trust Technologies S.r.l.
Legal head office address:	S.R. 148 Pontina Km.29,100 – 00071 Pomezia
Legal Representative:	Salvatore Nappi (CEO)
VAT Number and Tax Code:	04599340967
Telephone number:	800 28 75 24
ISO Object Identifier (OID):	1.3.76.33
Website (general information):	https://www.trusttechnologies.it/
Service web address:	https://tss.trusttechnologies.it
Email address:	CRPresidio_CA@telecomitalia.it

3. Electronic Time-Stamp Types and Usage

3.1 TI.TT issues time stamps conforming to “Best practices Time-Stamp Policy” (**BTSP**) as defined in ETSI-TS319421.

3.2 Supported signing algorithm is sha256WithRSAEncryption (2048 bit key length).

3.3 Time Stamp Request Hashes have to be constructed using the algorithm SHA-256.

3.4 Time-Stamp Tokens (TST) has to be used accordingly to CSP and Terms and Conditions.

4. Reliance Limits

4.1 The TSA assures a time accuracy within 1 second from a trusted UTC time source.

4.2 The time-stamps will not be issued if the declared accuracy cannot be guaranteed.

4.3 TI.TT maintains all the records relevant to the issuance events and to the certificate management other time-stamps life cycle for a period of at least 20 years.

5. Obligations of subscribers

5.1 The subscribers is obliged to read, understand and fully accept all documentation pertaining to the services that TI.TT makes available on its website.

5.2 The subscribers is obligated to use the service in the manner defined by TI.TT in descriptive documentation of the services.

5.3 The subscribers is obligated to avoid any behavior that results in a improper use of the service and inform TI.TT of any event may affect access or use of services.

5.4 The subscribers is obliged to immediately notify TI.TT if compromised the confidentiality of the access codes for the use of services.

6. Time-Stamping Unit (TSU) Public Key Status Checking Obligations of Relying Parties

6.1 Relying parties must verify that the TSU certificate is not listed on the Certificate Revocation List (CRL) available at the URL <http://ca.tipki.it/ETSA/CRL>.

7. Limited Warranty and Disclaimer/Limitation of Liability

7.1 The Terms and Conditions documents (hereon indicated as T&C) contain the details of applicable and not applicable limitations and risk coverage and are available at the TSA URL. These T&C published on the web site are the only reference as far as warranty, liability and applicable agreement.

7.2 T&C consist of a general part that regulates all the services provided by TI.TT and a special part that regulates only the Electronic Time Stamp Services. Both are accepted by the user before activation of the services to which they refer.

7.3 T&C provide detail for TI.TT liability in case of direct and / or indirect and / or consequential damages suffered by the customer and or by the user and / or third parties as a result and / or the use of the services.

7.4 TI.TT does not assume any obligation, liability or responsibility in addition to those arising from the provision of the services and current legislation that regulates them.

8. Applicable Agreements and Practice Statement

8.1 The Practice Statement and the T&C contain all and only details of the services and of the applicable agreement and are available at the TSA URL.

8.2 TI.TT guarantees the equality of treatment of all our customers, providing the services in an impartial manner, without discrimination regarding sex, race, language, religion, political opinions, geographical areas or categories of income.

9. GDPR Policy

9.1 TI.TT collect personal data for the purpose of sale and delivery of its services. TI.TT handle these data in accordance with the requirements of General Data Protection Regulation (EU) 2016/679 (GDPR) and in case of activities assigned to third parties, it shall make the necessary appointments and provide adequate operating instructions.

9.2 Personal data archives are managed by personnel with appropriate experience and expertise and are adequately protected from attempts of unauthorized access.

9.3 TITT processes the data manually and / or through IT tools, with organization and data processing logics related to the aforementioned purposes and, in any case, in order to guarantee security and confidentiality.

10. Refund Policy

10.1 The entire liability of TI.TT is limited to compensation for direct damages only and up to the maximum of the insurance coverage limits, indicated in the definitive policy and practice documents which are available at the TSA URL.

10.2 The injured person loses the right to compensation for damage attributable to TI.TT if a written detailed complaint is not presented to TI.TT within 30 days from the date in which the injured person has known the damaging event.

11. Applicable Law, Complaints and Dispute Resolution

11.1 Any dispute regarding the validity, effectiveness, interpretation, execution and / or termination of the services shall be referred exclusively to the Court of Rome, specifically excluding the competence of alternative Courts.

11.2 Complaints must be addressed to TI.TT through the TSA Contact Info (see chapter 2). In case TI.TT does not provide any feedback within 30 calendar days from receipt of the complaint or in case of dissatisfaction with the outcome, the customer can appeal before the competent court.

12. TSA and Repository Licences, Trust Marks and Audit

12.1 Telecom Italia Trust Technologies S.r.l maintains several accreditations and certifications of its Public Key Infrastructure. These include:

- a. **Qualified Trust Service Provider** according to the eIDAS Regulation 910/2014 on electronic identification and trust services (Electronic time stamp, Electronic signatures and Electronic seals).
- b. **ISO 9001**. The ISO 9001 standard defines the requirements for the construction, in an organization, of a quality management system, in order to conduct business processes, improve effectiveness and efficiency in delivery of the service, obtain and increase customer satisfaction. This audit is performed on an annual basis by IMQ.
- c. **ISO 27001**. The 27001 Standard is an international standard that defines the requirements for setting up and managing an Information Security Management System of Information and includes aspects related to logical security, physical and organizational. This audit is performed on an annual basis by IMQ.

13. Termination of Services

13.1 TI.TT can terminate the services at any time, after an advanced notice of 90 calendar days before the date of termination. In the same notice TI.TT will indicate the alternative TSP at whom all information and data relating to the services will be transferred.

13.2 If an alternative TSP cannot be indicated, at the date of termination, TI.TT:

- a. Will revoke all active certificates, and
- b. Will preserve all information and data relating to the services in its own Italian legally binding archiving system for 20 years (see. Chap. 4).