

1. Entire Agreement

1.1 This Disclosure Statement provides synthetic description of the PKI services of Telecom Italia Trust Technologies S.r.l. (hereon indicated as PKI SERVICES). This Disclosure Statement 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 CA URL) and that users, customers and all relying parts undertake to consult.

2. TSP Contact Info

2.1 The CA 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 for contacts and requests of revocation:	800 28 75 24
ISO Object Identifier (OID):	1.3.76.33
Website (general information):	https://www.trusttechnologies.it/
Email address:	CRPresidio_CA@telecomitalia.it

3. Certificates Types, Validation Procedures and Usage

3.1 TI.TT issues certificates in compliance with the policies indicated in the Certificate Practice Statement, available at the CA URL, where are indicated further details on the OIDs used for the PKI SERVICES.

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

3.3 Certificate validity is indicated in the “validity” field of the certificate.

3.4 TI.TT issues qualified certificates accordingly to CSP and Terms and Conditions.

3.5 Certificate may not be used for infringing rights or on violation of any kind of law or regulation.

4. Reliance Limits

4.3 TI.TT maintains:

- all logs of issued certificates for a period of at least 20 (twenty) years from the issue;
- all other information that are required by the applicable law for the certificates, for the required period.

5. Obligations of subscribers

5.1 The subscribers are obliged to read, understand and fully accept all documentation pertaining to the PKI SERVICES that TI.TT makes available on its website at the CA URL.

5.2 The subscribers are required to use the PKI SERVICES as defined and described by TI.TT in the relevant documentation.

5.3 The subscribers must avoid any behavior that results in any improper use of the PKI SERVICES and must inform TI.TT of any event that could affect their access or use.

5.4 Subscribers shall protect the confidentiality of the credentials for the access to the certificate issuance system; in particular, subscribers must not communicate or disclose the credentials to third parties.

5.5 The subscribers are obliged to immediately notify TI.TT in case of breach of the confidentiality of the PKI SERVICES credentials.

6. Certificate status checking obligations of Relying Parties

6.1 Relying parties can verify TSP certificate status on the Certificate Revocation List (CRL) indicated in the “validity” field of the certificate.

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;
- are available at the CA URL;
- 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 PKI SERVICES; the user must accept both prior the activation of the PKI SERVICES.

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 PKI SERVICES.

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

8. Applicable Agreements, CPS, CP

8.1 T&C and the CPS are available at the CA URL.

8.2 TI.TT guarantees the equality of treatment of all our customers, providing its PKI 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 CA 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 PKI SERVICES shall be referred exclusively to the Court of Rome (Italy), specifically excluding the competence of any other alternative Court.

11.2 The customer must address the complaint to TI.TT through the CA 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. TSP and Repository Licences, Trust Marks and Audit

12.1 TI.TT maintains several Public Enrollment and certifications for its PKI SERVICES, including:

- 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 PKI SERVICES

13.1 TI.TT can terminate the PKI SERVICES at any time, after an prior notice of 90 calendar days before the date of termination, in which will be indicated the alternative Qualified Trust Service Provider at whom all information and data relating to the PKI SERVICES will be transferred. In this case, the subscriber's can sent to TI.TT a written notification of withdrawal within 15 days of the receipt of the TI.TT communication.

13.2 If an alternative Qualified Trust Service Provider cannot be indicated, on the date of termination, TI.TT:

- a. Will revoke all active certificates, and
- b. Will preserve all the information and data relating to the PKI SERVICES in its own Italian legally binding archiving system for the period required by the law (see. Chap. 4).

13.3 In the event of a complete termination of the activities of TI.TT and if an alternative Qualified Trust Service Provider cannot be indicated, on the date of termination communicated, TI.TT will disable the PKI SERVICES and will take the measures for the retention and availability of information and data related to the PKI SERVICES, in compliance with the regulations in force at the time of termination.