

# **PKI Transparency Statement Qualified Digital Certificates for Compliant e-Signature eIDAS**

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## Introduction

This document presents the PKI Transparency Statement which is an informational document providing information on PKI services. This Statement does not replace the Certification Policy/Certification Practice (CP/CPS) on basis of which digital certificates are issued by Trans Sped, as a Qualified Trust Service Provider under the European Regulation 910/2014 (eIDAS) and ETSI Standards. Before requesting a certificate issued by Trans Sped, you have to read CP/CPS by visiting [www.transsped.ro/repository/](http://www.transsped.ro/repository/). This document is not intended to create a contractual relationship between Trans Sped and any other person, the document is intended for use only in connection with Trans Sped and its activity.

### 1. Qualified Trust Service Provider Data

Name	TRANS SPED S.A.
Address	28 Despot Voda Street, District 2, 020656, Bucharest, Romania
Website	<a href="http://www.transsped.ro">www.transsped.ro</a>
Telephone	+40 (021) 210.87.00 +40 (021) 210.87.02
Email	<a href="mailto:office@transsped.ro">office@transsped.ro</a>
Request for revocation of certificate	<a href="mailto:support@transsped.ro">support@transsped.ro</a> <a href="mailto:support.cloudsignatures@transsped.ro">support.cloudsignatures@transsped.ro</a>

### 2. Type of Certificates, Validation and Usage Procedures

Trans Sped issues certificates for the following Trust Services:

- qualified for electronic signature
- qualified for electronic seals
- qualified time stamps

Trans Sped issues Certificates for natural and legal persons. In case of Certificates issued for legal persons, the authorized representative - natural person or an authorized representative's proxy must act on behalf of the legal person.

The private cryptographic keys belonging to the End User Certificates issued by Trans Sped under this service may only be used for the creation of the electronic signature or electronic seal. Using digital certificates, the person who created the electronic signature/seal can verify the authenticity of the signed documents.

OID	1.3.6.1.4.1.39965.1.1.1
	1.3.6.1.4.1.39965.2.1.1
	1.3.6.1.4.1.39965.2.1.3
	1.3.6.1.4.1.39965.4.1.1

### **3. Reliability Limits**

Trans Sped records its activities, protects the intactness and authenticity of its log entries and in addition retains (archives) log data, on a long-term basis, in order to enable the establishment, documentation and proof of financial responsibility, its own liability for the damage it inflicts, as well as for the purpose of compensation for damages due to the prejudices it suffers.

Trans Sped keeps archived data for the time periods specified below:

- Code of Practices and Procedures: 10 years and 6 months after cancellation;
- All electronic and/or paper-based information on the Minimum Certificate:
  - 10 years and 6 months after the expiry of the Certificate;
  - until the dispute concerning the electronic signature/electronic seal generated with the digital Certificate is resolved;

### **4. User Obligations**

Users are responsible to act in accordance with the contractual terms and regulations for the provision of Trans Sped Qualified Trust Services. User obligations are detailed in the Terms and Conditions, the Certification Policy and Certification Practice Statement and other documents that form an integral part thereof.

The User has the following obligations:

- To provide Trans Sped with true, complete and accurate/up-to-date data when registering the application for the issuance of a qualified digital certificate.
- To provide Trans Sped with the telephone number that will be exclusively in his control and possession throughout the validity term of the qualified digital certificate. The User is liable if the mobile telephone containing the declared telephone number is lost or alienated or if another person has access to it. By accepting these Terms and Conditions, the User declares that he/she is aware of and agrees to the rights and obligations arising from the GDPR Information on the processing of personal data by Trans Sped S.A., by observing the legal provisions on the protection of natural persons with regard to the processing of personal data and the free movement of such data (including with regard to the retention of a copy of the ID card, in order to perform the operations necessary to provide the requested qualified trust services, including the use of some of these data to create, maintain and publicly make available the electronic register of digital certificates, according to the applicable legislation in force) as well as.
- To use only those secure cryptographic devices and software applications approved and recommended by Trans Sped.
- To use the qualified digital certificate issued in its name only for its stated purposes and according to its scope of application, in accordance with CPP/CP of Trans Sped.
- Comply with guidelines and instructions of Trans Sped on the proper use of qualified digital certificates and the secure cryptographic devices on which they are stored, not exceed the limitations imposed by these General Terms and Conditions and not alienate the qualified digital certificate to third parties.
- To take all necessary measures for the secure storage of the authentication and authorization code and credentials to prevent their loss, compromise, modification and unauthorized use.

- To own and use the hardware and software resources necessary to use the qualified digital certificates, assuming any responsibility for their operation and compatibility for their correct configuration.
- To promptly request from Trans Sped the revocation or suspension of the qualified digital certificate in case any of the events specified in Parts 5.3 and 5.4 occurs;
- To comply with these General Conditions, as well as the CPP/PC of Trans Sped, in force published at [www.transsped.ro](http://www.transsped.ro)
- To verify the content of the qualified digital certificate at the time of receiving such, especially the accuracy of the data and the complementarity of the public key with the private key that it holds, and case of a discrepancy, immediately request the revocation of the certificate. Once accepted, a certificate is considered accepted by the User as of the time it was issued. Once accepted, a certificate cannot be returned.
- To immediately inform Trans Sped about any change in his/her identification data (surname, forename, email address and telephone number);
- Not to attempt, in any way or by any means, unauthorised access or any computer intervention on the Trans Sped database or equipment;
- To use qualified trusted services in good faith and not to hold Trans Sped liable in any way if those services are used improperly and/or fraudulently. Any failure of the User to comply with his/her obligations shall be considered a breach of the General Conditions and shall entail the revocation of the Qualified Digital Certificates and the right of Trans Sped to claim damages.
- The User is responsible for the content and nature of the documents on which he/she will apply the qualified electronic signature.
- The User is held personally liable if the information provided regarding his/her identity and/or personal data is false, inaccurate, incomplete or outdated or uses false ID documents. In such cases he/she will be held personally liable for all the aforementioned failures and breaches and undertakes to compensate and protect Trans Sped, its representatives, successors and assignees for and against all liabilities, costs, claims and direct or indirect damages arising from claims or actions brought by third parties against Trans Sped or its representatives, caused by the User's actions.
- The User declares that he/she is aware of and understands that the electronic signature created with the qualified digital certificate has the same legal value as the handwritten signature and is non-repudiable.

## **5. Obligations of Partner Entities regarding the verification of the status of a qualified digital certificate**

The Partner Entities *shall decide on basis of their policies and/or as they deem necessary the method to accept and use the qualified digital certificate*. During validity verification, in order to maintain the level of security guaranteed by Trans Sped, it is necessary that the relying parties act with caution, so that it is recommended:

- to comply with the regulatory requirements defined in the *Certification Policy* and the *corresponding Code of Practice and Procedures*;
- to use a reliable IT environment and applications;
- to check the revocation status of the Certificate based on the CRL or OSCP response;
- to consider any restrictions on the use of the *Certificate* that are included in the Certificate, the *Certification Policy* and *Code of Practice and Procedures*.

**6. Limited Warranty and Disclaimer/Limitation of Liability**

- Trans Sped shall not be liable for damages arising from the failure of the trusted Party to act as recommended according to the effective legal regulations and Trans Sped regulations during the validation and use of the certificates, in addition to the failure thereof to act as may be expected in the given situation.
- Trans Sped shall be liable for contractual and non-contractual damages related to its services in regard to third parties for provable damages arising only on basis of a sanctionable breach of its obligations.
- Trans Sped shall not be liable for damages resulting from its inability to ensure the transmission of information and other communication obligations due to the operational failure of the Internet or one of its components due to some type of external incident beyond its control.
- Trans Sped engages in data comparison to an authentic database prior to the issuance of the Certificate to a User. Trans Sped shall not assume any liability for damages arising from inaccuracies in the information submitted by such authentic databases.
- Trans Sped assumes liability only for the provision of services in accordance with the provisions of the Code of Practices and Procedures, as well as the documents referred to herein (Certification Policies, Standards, Recommendations) and furthermore, in accordance with its own internal regulations.
- Trans Sped limits its liability as a Trust Service Provider to such provided by the eIDAS Regulation.

**7. Applicable Agreements, CPS, CP**

All documents related to the issuance of qualified digital certificates, applicable CPS and CP are publicly available at the URL address <https://www.transsped.ro/repository/>

**8. Privacy Policy**

The applicable privacy policy is public and can be downloaded at <https://www.transsped.ro/certificari>

Trans Sped treats Client data in accordance with legal regulations and by observing the Regulation (EU) No 679/2016 on the processing of personal data.

**9. Refund Policy**

The termination of the service contract does not affect the fees paid by the *User*. Trans Sped does not issue refunds of fees that have already been paid, unless the service contract expires due to the default of Trans Sped or if Trans Sped explicitly allows this - for example, in case of several packages.

## **10. Applicable Law, Litigation and Dispute Resolution**

Trans Sped aims to amicably resolve and through negotiations disputes arising from its activity. Resolution follows the principle of a step-by-step approach.

Trans Sped and the *Client* agree that in case of any litigation issue or complaint arising due to any reason, they shall attempt to resolve the dispute amicably by negotiation, before referring the dispute to legal channels. The initiating party will be required to notify any affected party immediately and fully inform them of all implications of the case.

Questions, objections and complaints regarding activity of or use by Trans Sped of *Qualified Digital Certificates* shall be addressed in writing.

Trans Sped shall notify requesting parties, at the address specified by them, of receiving a request and the time required to investigate such, within 30 business days calculated as of receiving a request.

If a signatory believes that the response is inadequate or that the dispute that has arisen cannot be resolved on its basis without involving Trans Sped, the applicant may initiate consultation with Trans Sped and the *Trusted Parties*. All participants in such a consultation shall receive written notice of the consultation date 10 business days prior to it and filing. The reply of Trans Sped and any documents containing other requested information shall be provided to them in writing.

If no result of the consultation is obtained within 30 business days as of submitting the application, the applicant may initiate legal action regarding the situation. The *parties relying on the certificate* shall be subject to the exclusive jurisdiction of the Bucharest Tribunal.

Trans Sped shall always operate under the applicable Romanian legislation. Romanian law is observed by Trans Sped in its contracts, regulations and policies and they shall be always conceived in compliance with the Romanian law.

## **11. Trust Service Provider and the Authorization, Trust Marks and Audit Depository of Trans Sped**

The Trans Sped Repository is available at <https://www.transsped.ro/repository/>

The List of Trusted Trust Service Providers with Qualified Status from Romania

<https://esignature.ec.europa.eu/efda/tl-browser/#/screen/tl/RO>

<https://www.adr.gov.ro/wp-content/uploads/2022/02/TrustedList-versiunea-pdf.pdf>

Safe-biopharma/Direct Trust trust list

<https://directtrust.org/about-membership/member-list>

### **Accreditations and certifications**

Trans Sped holds several accreditations and certifications in the provision of trust services. These include:

#### **eIDAS accreditation**

According to the provisions of the "Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC" (shortly eIDAS Regulation), trust service providers must be audited every two years by a European accredited audit firm, thus verifying the compliance of the services provided with the requirements of eIDAS and ETSI technical standards. Trans Sped is the first provider in Romania to have successfully carried out such an audit, the qualified certificates and qualified time stamps issued are recognised in all EU countries.

#### **Cross-certification U.S. Federal Bridge**

Trans Sped is recognized as a certified issuer of qualified digital certificates for electronic signatures, Trans Sped certificates are an integral part of the applications offered by Science Applications International Corporation - SAIC ([www.saic.com](http://www.saic.com)).

#### **ISO 9001**

By obtaining ISO 9001 certification Trans Sped certifies the development, implementation and improvement of quality management systems. The standard has been implemented since 2004 and is identified by the confidence clients have in the supplied products.

The ISO 9001 certification proves that Trans Sped assumes the following objectives:

- ❖ The prices of products and services always reflect the quality offered to its clients;
- ❖ It constantly improves the quality of the offered services and products;
- ❖ It regularly checks and improves the processes used;
- ❖ It has the necessary technology to assure clients of the quality of the provided services.

#### **ISO 27001**

The ISO 27001 "Information Security Management Systems" certification was a priority for Trans Sped and was obtained in 2008 in order to guarantee maximum security for the protection of client data and to comply with the relevant regulations. The policy of Trans Sped contains the necessary information to identify how to apply the "Information Security Management System", thus rendering confidence to clients and keeping up with the latest technologies in the field.

#### **ISO 14001**

Since 2011 Trans Sped has become a "Green" organization that reduces its environmental impact. The certification for the ISO 14001 Standard - "Environmental Management System" ensures that:

- It regularly improves its environmental performance;
- It complies with international environmental requirements;



- It improves internal procedures to ensure minimal environmental impact;
- It collaborates with companies and institutions that are ISO 14001 certified;
- The management is involved in finding new solutions to reduce the environmental impact;
- The employees comply with procedures that help lower environmental impact.

- OHSAS 18001

The "Occupational Health and Safety Management" standard is a supplementation to ISO 9001 "Quality Management" and ISO 14001 "Environmental Management System". The certification was obtained in 2011 and focuses on continuous improvement by integrating the company's processes into the Plan, Do, Check, Act loop.

- Remote person identification services by video means

TRANS SPED is the first company in Romania to receive a positive approval from the Romanian Digitalization Agency for the provision of remote identification services by video means, according to the eIDAS Regulation, ETSI Standards and the 2021 ADR Standard on the regulation, recognition, approval or acceptance of the remote person identification procedure using video means.

By the remote person identification services by video means, Trans Sped can identify Users by resorting to the automatic or human-operated video method, both for the issuance of qualified digital certificates and as a third party identifier.