

1. Entire agreement

This AKD QTSA Policy Disclosure Statement (AKD TSDS) provides high level disclosure regarding the AKD Time-stamp Authority (AKD QTSA).

It can be provided as part of a subscriber agreement, but it does not replace or override the definitive applicable agreements, policies and practice statements set out to section 8 below.

2. Contact Information

Address: AKD d.o.o, Savska cesta 31, 10000 Zagreb, Croatia

Web: <http://akd.hr>, e-mail: akd@akd.hr

AKD QTSA portal: <http://id.hr/tsa>

Customer service: Helpdesk-kID@akd.hr

Policy Management Authority: pma@akd.hr.



3. Electronic Time-stamp Types and Usage

The AKD QTSA issues qualified electronic time-stamps as per the Regulation (EU) No 910/2014.

The object identifier (OID: 1.3.6.1.4.1.43999.5.7) of the AKD QTSA time-stamp policy is based on the ETSI BTSP best practices policy for time-stamps (OID: 0.4.0.2023.1.1). This OID is referenced in every AKD QTSA issued time-stamp.

The AKD QTSA offers time-stamping services using RFC 3161 Time Stamp Protocol via HTTP transport. The authentication method and the service URL used to access the AKD QTSA service are specified in Subscriber agreements.

The AKD time-stamp units accept SHA256, SHA384 and SHA512 hash algorithms in the Time-stamp requests and use sha256WithRSA signature algorithm in the Time-stamp response.

Each AKD time-stamp unit has its own 2048-bit RSA key which is used only for sealing time-stamp tokens (TST). The validity period of the time-stamp unit certificate is 5 years. The lifetime of TST is indefinite.

4. Reliance limits

The AKD QTSA is obligated:

- to provide timestamp services in accordance with applicable agreements, policies and practice statements defined in in section 8 below,
- to ensure that the time data embedded in the time-stamp have an accuracy of +/- 1 second of UTC or better,
- to take all reasonable measures to ensure a continuous 24/7/365 access and maximum availability of its services in accordance with the best business practices and
- to maintain the event logs of all relevant information concerning of the AKD QTSA operation for a period of 10 years to provide evidence in legal proceedings.

The AKD QTSA does not set reliance limits for time-stamp services, however reliance limits may be set by applicable law or by Subscriber agreements. See Limitation of Liability in section 7 below.

5. Obligations of Subscribers

Subscriber is obligated:

- to verify that time-stamp token (TST) is correctly signed,
- to verify that the certificate used to sign TST has been valid and has not been revoked at the moment of signing TST,
- to use reliable cryptographic functions in the course of applying for time-stamping service and
- prior to using the AKD QTSA services, they will get acquainted with applicable agreements, policies and practice statements set out to section 8 below, and about their responsibilities, obligations and an acceptable way of using time-stamping services.

Refer to section 6.5.3 of the AKD TSP/PS for more information on how to verify a TST and placing a signature at a particular point in time.

6. Obligations of Relying Party

Relying party is obligated:

- prior to using the AKD QTSA services, to get acquainted with applicable agreements, policies and practice statements set out to section 8 below, and about their responsibilities, obligations and an acceptable way of using time-stamping services,
- to verify that the time-stamp token (TST) has been correctly signed before relying on a time-stamp and that the private key used to sign the time-stamp has not been compromised until the time of the verification,

- to check the status of TSU certificate during its validity period, by using the data contained in it and
- to take into account any limitations and precautions prescribed, especially in a case of production of long term time-stamps.

If this verification takes place after the end of the validity period of the TSU certificate, a relying party should follow the guidance denoted in Annex D of ETSI EN 319 421. Refer to section 6.5.4 of AKD TSP/PS for more details.

7. Limitation of Liability

AKD is liable for the performance of all its obligations specified in the applicable agreements, policies or policies and practice statements set out to section 8 below to the extent prescribed by the legislation of the Republic of Croatia and that of the European Union.

AKD is not liable for:

- damages caused by inappropriate use of time-stamping services,
- damages caused by malfunctions or errors in the software or hardware of the subscriber or a relying party,
- damages caused intentionally or negligently by the subscriber or a relying party which do not fulfil their obligations or fail to act in accordance with their obligations and
- damages that may arise from the using of the time stamp.

AKD is not responsible for any loss that may arise as a result of force majeure and other circumstances beyond the control of the AKD.

8. Applicable agreements, policies and practice statements

The provision of time-stamp services is a subject of the Subscriber Agreements.

The following relevant policies and practice statements related to present disclosure statement are published at <http://id.hr/cps>:

- AKD QTSA Time-stamp policy and practice statement (AKD TSP/PS),
- AKD PKI Certificate Policy (AKD CP) and
- kIDCA Certification Practice Statement (kIDCA CPS).

9. Privacy policy and confidentiality

The AKD QTSA guarantees privacy and legitimate processing and protection of personal data as well as protection of all of other confidential business information in accordance with the applicable legislation of the Republic of Croatia and that of the European Union.

10. Price and refund policy

The AKD QTSA may charge a fee for providing time-stamp services as can be specified in Subscriber Agreements.

The AKD QTSA does not refund fees for time-stamp services except in the case of incorrect payment or overpayment.

11. Applicable law, complaints and dispute resolution

The time-stamping service is governed by the jurisdiction of laws of the Republic of Croatia.

All disputes, complaints or disagreements between the parties will be settled by negotiations. If the dispute is not resolved amicably, the dispute will be resolved at the competent court in Zagreb. The applicable law is the law of the Republic of Croatia.

The Subscriber or other party can submit their claim or complaint on the following email: Helpdesk-kID@akd.hr. If the Subscriber is not satisfied with such resolution, a complaint may be submitted to the Policy Management Authority pma@akd.hr.

12. TSA and repository licences, trust marks and audit

The AKD QTSA is a qualified trust service provider who issues a qualified electronic time stamp in accordance with the Regulation (EU) No. 910/2014, Act on the Implementation of Regulation (EU) No. 910/2014 as well as under other applicable laws and standards.

Validation of the compliance with these regulations is performed during the annual independent reviews carried out by an independent accredited conformity assessment body

Subscribers and relying parties may use a Trusted List publish by the central government body in charge of economy in the Republic of Croatia, to establish whether the AKD time-stamp unit and times-tamp issued by AKD QTSA are qualified.