Agence Nationale de Certification Electronique

TSA Disclosure Statement of the TunStamp2 Authority

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1. Entire Agreement

This document is the Time Stamping Authority Disclosure Statement, hereinafter referred to as the TDS, of the TunStamp2 Authority of the Agence Nationale de Certification Electronique (referred to as TunTrust). This document does not substitute or replace the TimeStamp Policy nor the TimeStamp Practice Statement (TP/TPS) under which time-stamps of TunTrust are issued.

This statement, which follows the structure of Annex B of the document ETSI EN 319 421 V1.2.1 , is merely informative and in no way replaces the provisions of the aforementioned documents.

The TSA disclosure statement is not the entire agreement, but only a part of it.

2. Contact Information

Queries regarding this TSA Disclosure Statement shall be addressed to:

> TUNTRUST - Agence Nationale de Certification Electronique
> Technopark El Ghazala, Road of Raoued, Ariana, 2083 Tunisia.
>
> Tel.: 70 834 600 or 80 10 48 48
>
> Email address: pki@tuntrust.tn to contact the Policy Authority ,
> Web: https://www.tuntrust.tn

3. Electronic time-stamp types and usage

The TunStamp2 Policy and Practice Statement is being applied in order to guarantee the quality, performance and operation of the time-stamping service.

The time-stamp service can only be provided to authorized TunStamp2 subscribers holding a valid electronic certificate in order to authenticate to the TunStamp2 time-stamp server. The issued time-stamp token by TunStamp2 are compliant to RFC 3161 time-stamps. The service issues ECDSA 256 encrypted time-stamps that accept at least the SHA256 hash algorithm.

Time-stamp protocols, meaning every issued time-stamp, are kept for at least 20 years.

Every TSU certificate is issued at least once a year with a validity period of 03 years each. Thereby, the TunStamp2 digital signature on the Time-Stamp Token (TST) has a validity period of two years. So, the expected validity period of every TST is two years.

Additionally, time-stamps issued by TunStamp2 may be used only in accordance with ETSI TS 319 421.

The object identifier (OID) for the TunStamp2 TP/TPS is : 2.16.788.1.2.7.1.6

Through the conclusion of this object identified in the issued tokens for electronic timestamp, TunTrust confirms compliance with the TP/TPS.

The object identifier described above is in compliance with ETSI BRSP (Best Practices Policy for Time-Stamps) OID=0.4.0.2023.1.1, in accordance with the standard ETSI EN 319 421.

4. Reliance limits

The time signal is provided via GPS-NTP servers. The time-stamping service uses this time signal and set of ntp servers as a time sources. The time-stamping service uses this time signal as a time source. With that setup, the time-stamping service reaches an accuracy of time of +/- 1s or better with respect to UTC.

Event logs are retained for at least seven years.

5. Obligations of subscribers

Subscribers are required to act in accordance with the TunStamp2 Policy and Practice Statement and the Terms and conditions of using the timestamp service. In this context, Subscribers are responsible for:

- having a basic understanding of the proper use of time-stamps;
- providing only correct information without errors, omissions or misrepresentations;
- substantiating information by providing a properly completed and personally signed registration form;
- supplementing such information with a proof of identity and the provision of the information;
- verifying the content of a newly issued time-stamp before its first use and to refrain from using it, if it contains misleading or inaccurate information.
- reading and agreeing to all terms and conditions of the TunStamp2 Policy and Practice Statement and other relevant regulations and agreements;
- ensuring complete control over the private key by not sharing private keys and / or passwords;
- notifying the registration authority of any change to any of the information included in the time-stamp or any change of circumstances that would make the information in the time-stamp misleading or inaccurate;
- invalidating the time-stamp immediately if any information included in the time-stamp is misleading or inaccurate, or if any change of circumstances, makes the information in the time-stamp misleading or inaccurate;
- notifying the registration authority immediately of any suspected or actual compromise of the private key and requesting that the time-stamp be revoked;
- protecting the private key from unauthorized access.

6. TSU public key certificate status checking obligations of relying parties

Before placing any reliance on a Time-Stamp, relying parties must verify that the TimeStamp Token has been correctly signed and that the associated TSU certificate is not listed on the Certificate Revocation List (CRL) at https://www.tuntrust.tn/repository. If this verification takes place after the end of the validity period of the certificate, the Relying Party should follow the guidance denoted in Annex D of ETSI EN 319 421. The Relying Party should take into account any limitations on the usage of the time-stamp indicated by the TunStamp2 TP/TPS, the terms and conditions for using timestamp service and any other precautions documented by TunTrust.

7. Limited warranty and disclaimer/Limitation of liability

TunStamp2 Authority is delivering time-stamping services based on minimum 99,9% availability.

TunTrust is only liable for damages which are the result of its failure to comply with the TunStamp2 TP/TPS or Tunisian National PKI CP/CPS and which were provoked deliberately or wantonly negligent.
TunTrust is not in any event liable for any loss of profits, indirect and consequential damages, or loss of data, to the extent permitted by the Tunisian law. TunTrust is not liable for any damages resulting from infringements by the Subscriber on the applicable terms and conditions. TunTrust is not in any event liable for damages that result from force major events as detailed in the Tunisian National PKI CP/CPS. TunTrust takes commercially reasonable measures to mitigate the effects of force major in due time. Any damages resulting of any delay caused by force major will not be covered by TunTrust.
The Subscriber is liable to TunTrust and Relying Parties for any damages resulting from misuse, willful misconduct, failure to meet regulatory obligations, or noncompliance with other provisions for using the timestamp service.

8. Applicable agreements and practice statement

The TunStamp2 Policy and Practice Statement, the terms and conditions for using timestamp service and the Relying Party Agreement can be found on the website of TunTrust at https://www.tuntrust.tn/repository.

9. Privacy Policy

TunTrust fully complies with the Tunisian Act on the protection of personal data and other applicable legislation in Tunisia. The privacy policy of TunTrust is available at https://www.tuntrust.tn/repository.
Any information about subscribers that is not made public through the time-stamps issued by the TunStamp2 TSA is considered private information. Any and all information made public in

a time-stamp issued by TunStamp2 TSA, or by a publicly available service shall not be considered confidential.

TunTrust retains all events relating to the life cycle of keys managed by the TSA for at least seven years after any time-stamp based on these records ceases to be valid.

10. Refund Policy

The price list of TunTrust products and solutions is available at https://www.tuntrust.tn/fr/solutions/TunStamp2 . No refund is made to Subscribers after issuing the timestamps.

11. Applicable law, complaints and dispute resolution

Time-stamps issued by the TunStamp2 TSA, the TunStamp2 Policy and Practice Statement as well as the terms and conditions for using timestamp service are all governed by the laws and regulations of Tunisia.

In case of any dispute or controversy between parties including TunTrust partners, Subscribers and Relying Parties, it shall be submitted to the jurisdiction of the district courts of Ariana in Tunisia.

12. TSA and Repository licenses, trust marks and audit

The TunStamp2 TSA is subject to periodic independent internal and external audits. As for the external audit, it is performed annually by an independent external auditor to assess the TunStamp2 TSA's compliance with ETSI standards.

More than one compliance audit per year is possible if this is requested by the audited party or is a result of unsatisfactory results of a previous audit.

The Tunisian National Time-stamping Authority's compliance audits are performed by an accredited accounting firm that:

- Demonstrates proficiency in conducting the ETSI audit for Time-stamping Authorities,
- Certified, accredited, licensed, or otherwise assessed as meeting the qualification requirements of auditors under the audit scheme,
- Is bound by law, government regulation or professional code of ethics.