

## Terms and Conditions for the Certificates and Services Usage

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### **Security Level**

Public Document

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Address: Paseo de la Castellana, 79 - 28046 - Madrid (Spain)

Telephone: 902 902 172 (calls from Spain) (+34) 933 935 946 (International)

Fax: +34 933 031 611. Website: [www.anf.es](http://www.anf.es)

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# 1 Definitions and Version Information

## 1.1 Version information

Date	Version	Modifications
01/06/2016	1.0	Initial Version

## 1.2 Definitions and acronyms

<b>Agreement</b>	Subscription Agreement signed between ANF AC and the Subscriber for the use of Certificates issued by ANF AC
<b>ANF AC</b>	ANF Autoridad de Certificación Asociación ANF AC, with registered office in Paseo de la Castellana, 79, registered in the National Registry of Associations, Group 1, Section 1, National Number 171443 and VAT number 63287510
<b>CA</b>	Certification Authority
<b>Certificate</b>	The digital data that allow to create digital signatures, verification of digital identity, device identification, secure data transmission, code signing and / or data encryption and where the public key is linked to the natural or legal person who owns the certificate.
<b>Certificate Responsible</b>	Natural person duly authorized by the subscriber to guard and make use of the signature creation data.
<b>Charges</b>	Monthly charges for the use of the Services
<b>CP</b>	Encompasses all Certification Policies for the various electronic certificates issued by ANF AC.
<b>CPS</b>	Certification Practice Statement of ANF Autoridad de Certificación.
<b>eIDAS</b>	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
<b>LFE</b>	Law 59/2003, December 19 <sup>th</sup> , on electronic signature
<b>Middleware</b>	Additional functionality provided by ANF AC using Services
<b>Parties</b>	On the one side, ANF AC, and on the other the Subscriber, the Subject and the Certificate Responsible.
<b>Policy Disclosure Statement</b>	A set of policies and practices statements of a CA regarding the operation of its PKI.

<b>Price list</b>	Part of the Contract that defines the prices of the Services and the conditions for their implementation.
<b>Probative Value of the Validity Confirmation</b>	A data set linking the electronically signed document to the time at which the certificate used to create the digital signature was valid.
<b>Public Key Infrastructure (PKI)</b>	Set of people, policies, procedures and computer systems necessary to provide authentication, encryption, integrity and non-repudiation services, by using cryptography of public and private keys and electronic certificates
<b>Qualified Trust Service</b>	A Trust Service that meets the applicable requirements of eIDAS and which is provided by a Qualified Trust Service Provider.
<b>Qualified Trust Service Provider</b>	A trust service provider that provides one or more qualified trust services and to which is granted the status of qualified by the supervisory body. In case of ANF AC, that body is the Ministry of Industry, Energy and Tourism ( <a href="https://sede.minetur.gob.es/prestadores/tsl/tsl.pdf">https://sede.minetur.gob.es/prestadores/tsl/tsl.pdf</a> )
<b>Relying Party</b>	All natural or legal persons, entities, or organizations, corporate or Public Administrations, which voluntarily rely on the electronic certificates, on the electronic signatures they generate, electronic time-stamps and authentication processes performed in the scope of the ANF AC's PKI.
<b>Service</b>	Provision contracted by the Subscriber and provided by ANF AC.
<b>Signatory</b>	Per article 6.2, of Law 59/2003, on electronic signature:  "The signatory is the person who possesses a signature creation device and acts in his own name or on behalf of a natural or legal person that he represents."
<b>Subscriber</b>	The natural person who requests ANF AC the issuance of an electronic certificate, and which has ratified an Agreement. The Subscriber is responsible before the CA for the use of the private key associated with the public key certificate.
<b>Terms and Conditions</b>	This document, which describes the rights, obligations and responsibilities of the Subscriber and Relying Party while using or trusting the electronic certificate issued by ANF AC
<b>Trust Service</b>	Described in the eIDAS as an electronic service normally provided for remuneration which consists of: <ul style="list-style-type: none"> <li>- the creation, verification, and validation of electronic signatures, electronic seals or electronic time stamps, electronic registered delivery services and certificates related to those services, or</li> <li>- the creation, verification and validation of certificates for website authentication; or</li> <li>- the preservation of electronic signatures, seals or certificates related to those services</li> </ul>
<b>Trust Service Provider</b>	An entity that provides one or more electronic Trust Services.
<b>Website</b>	<a href="https://www.anf.es/en">https://www.anf.es/en</a>
<b>Working Hours</b>	The working hours are from 9am to 6pm on business days.

## 2 General Terms

- 2.1 The issuance of Certificates by ANF AC complies with eIDAS, and the LFE. In addition, ANF AC's PKI follows the ETSI EN 319 411-2 (Part 2: Requirements for Trust Service Providers issuing EU Qualified Certificates), ETSI EN 319 411-3 (Part 3: Policy Requirements for Certification Authorities issuing public key certificates), ETSI EN 319 412 Electronic Signatures and Infrastructures (ESI), RFC 3739 (Internet X.509 Public Key Infrastructure: Qualified Certificates Profile) standards.
- 2.2 The Terms and Conditions describe the main policies and practices followed by the CA and established in the CPS (for example, the Policy Disclosure Statement).
- 2.3 The Terms and Conditions provide the conditions of use of Certificates and are binding for the Subscriber while using them. Furthermore, provide the conditions for using the remainder Services provided by ANF AC.
- 2.4 The Subscriber and ANF AC ratify an Agreement, which includes the Terms and Conditions, where all the specific conditions for using the Certificate and/or Service is detailed. In case of conflict between the Agreement and the Terms and Conditions, the provisions of the Agreement shall prevail.
- 2.5 Once the Agreement has been ratified, ANF AC will grant access to Services to the Subscriber.
- 2.6 ANF AC will provide Services and the Subscriber agrees to use the Services in accordance with the terms defined in the Agreement.
- 2.7 The Subscriber undertakes to review and comply with the conditions of use, principles, and technical specifications of the Services.
- 2.8 ANF AC has the right to modify the Terms and Conditions at any time if ANF AC has a justified need to do so. The modified Terms and Conditions together with the date of application, is published 30 days before its electronic application on the Website.

### 3 Types of Electronic Certificate, Validation Procedures and Limitation of Use

3.1 ANF AC issues qualified electronic signature certificates, qualified electronic seal certificates, and qualified web site authentication certificates, in accordance with eIDAS. Each issued certificate is submitted to a specific PC, which has a unique OID identifier. Documentation published on the Website.

3.2 ANF AC issues the following types of qualified electronic signature certificates:

- Natural Person Class 2 Certificate
- Legal Representative for Single, and Joint and Several Director Certificates
- Legal Representative of Legal Person Certificate
- Legal Representative of Entity without Legal Personality Certificate
- High Level Public Employee Certificate
- Medium Level Public Employee Certificate
- RA Operator Certificate
- PKI Operator Certificate
- RDE Certificate

Qualified electronic signature certificates may be in the possession and use of a legal representative or certificate responsible. It is noted that in accordance with Article 6, section 2 of Law 59/2003, of December 19<sup>th</sup>, of electronic signature (per the Final Provision 4.2 of Law 25/2015, of July 28<sup>th</sup>):

*"The signatory is the person who uses a signature creation device and acts on his own behalf or on behalf of a natural or legal person that he represents."*

3.3 ANF AC issues the following qualified electronic seal certificates:

- Electronic Seal Certificate
- Public Administration Electronic Seal.

These Certificates identify the natural person representing the legal person and accredits their powers of representation on the legal person represented, and includes information on the same, on whose behalf he acts. They also allow the issuance of electronic seals, which are an electronic declaration linking the validation stamp data, created by a legal person, with that legal person and confirms the name of that person. Recital 65 of the eIDAS states:

*"In addition to authenticating the document issued by the legal person, electronic seals can be used to authenticate any digital asset of the legal person, such as software code or servers."*

3.4 ANF AC issues the following qualified web authentication certificates:

- Secure Server DV SSL Certificate
- Secure Server OV SSL Certificate
- Extended Validation Secure Server SSL Certificate (EV SSL)
- High Level Electronic Headquarters Certificate
- Medium Level Electronic Headquarters Certificate
- High Level Extended Validation Electronic Headquarters Certificate (EV Headquarters)

The purpose of this Certificate is to establish data communications via TLS/SSL in computer services and applications, especially for:

- The identification of the Domain Name Organization (DNS), providing a reasonable guarantee to the user of an Internet browser that the website being accessed is owned by the Organization identified in the certificate through its name and address.
- Encryption of communications between the user and the website, facilitating the exchange of

encryption keys necessary for the encryption of information over the Internet.

- 3.5 The Certificates issued by ANF AC are an electronic certification that binds its holder with signature verification data and confirms its identity.
- 3.6 The certification policy to which the issuance of each type of Certificate is subjected, details the validation process followed by ANF AC prior to the issuance of the Certificate and the return process. The proof of possession of the private key and the process of acceptance of the Certificate, is defined in the CPS of ANF AC.
- 3.7 The Subject, Subscriber, and Certificate Responsible undertake to make proper use of the Certificate, in the relationships they maintain with Relying Parties, in accordance with the authorized uses in the 'Key Usage' and 'Extended Key Usage' field of the Certificate, with the limitations of usage contained in the Certificate and, in addition, assuming the limitation of liability contained in QcLimitValue OID 0.4.0.1862.1.2.
- 3.8 Certificates are issued with SHA-256WithRSAEncryption or higher signature algorithms, and 2048-bit or larger RSA key length.
- 3.9 The maximum validity time of the Certificates issued by ANF AC is five (5) years,



## 4 Principles of Use of the Validity Confirmation Service of the Certificate Validation Service

- 4.1 The validity confirmation service is the issuance of a confirmation signed by ANF AC regarding the validity of the issued Certificates, which allows the Subscribers, Subjects, Certificate Responsible and Relying Parties verify the validity, integrity, and authenticity status of such Certificates.
- 4.2 The use of the validity confirmation service and the certificate validation service is done in accordance with the protocol defined in RFC 6960 or more recent and the service provision is based on the Time-Stamping Authority Policy and Practice Statement, available on the Website.
- 4.3 Probative value of the validity confirmation:
  - a) ANF AC maintains a registration system to ensure the probative value of the validity confirmation, retaining the audit records for the validity of Certificates and validity confirmations. Audit records are linked together and are ordered by time in the registry system. The log entry records the time, performed activity, activity authorization method and the identifier, the requested certificate identifier, and the nonce value of the request. In case of the service certificates validation, only information on validity confirmations issued and on validation received from the original source used as the basis for the response is registered.
  - b) ANF AC ensures the retention and availability of the audit records for confirmations of validity issued for a period of fifteen (15) years, once the validity confirmation is made available to the Subscriber;
- 4.4 The technical parameters and service certificates of the validity confirmation service and the certificate validation service are published on the Website.
- 4.5 The Terms and Conditions also apply if the service referred to in clause 4.1 and 4.2 is used through the Middleware provided by ANF AC. The Middleware is subject to the terms of use described in clause 9.

## 5 Principles of Use of the Qualified Electronic Signatures Confirmation Service

- 5.1 Electronic signature verification service aims to extend the reliability of electronic signature data beyond the technological validity period.
- 5.2 The use of the electronic signature confirmation service is performed per norms and standards generally recognized.
- 5.3 The service is based and its use is subjected to the CPS of ANF Autoridad de Certificación and to the corresponding CP. These documents are available on the Website.
- 5.4 The General Conditions of the Subscription Agreement also apply if the service referred to in clause 5.1 and 5.2 is used through the Middleware provided by ANF AC. The Middleware is subjected to the terms of use described in clause 9.

## 6 Principles of Use of the Qualified Electronic Registered Delivery Service

- 6.1 The qualified electronic registered delivery service allows the transmission of data between third parties by electronic means and provides evidences related to the management of the transmitted data, including the proof of sending and receiving data, and which protects the transmitted data against the loss, theft, deterioration, or unauthorized alteration risks.
- 6.2 This service provided by ANF AC meets the following requirements:
- a) Ensures a high level of reliability regarding the identification of the sender;
  - b) Ensures the identification of the recipient before the delivery of data;
  - c) The sending and receiving of data are protected by a qualified electronic signature or a qualified electronic seal so that the possibility of modifying the data without detection is prevented;
  - d) Clearly indicates to the issuer and recipient of the data any changes of the necessary data for the purposes of sending or receiving the data;
  - e) Indicates through a qualified electronic time-stamp the date and time of sending, receiving and eventual modification of the data.
- 6.3 The qualified electronic registered delivery service complies with the provisions of Articles 43 and 44 of Regulation (EU) 910/2014 of the European Parliament and of the Council.
- 6.4 The Terms and Conditions also apply if the service referred to in clause 6.1 and 6.2 is used through the Middleware provided by ANF AC. The Middleware is subjected to the terms of use described in clause 9.

## 7 Principles of Use of the Time-Stamping Service

- 7.1 The time-stamp service is a time-stamp issuing service. Time-stamps confirm that certain data existed at a given time.
- 7.2 The use of the time-stamp service is done per the protocol described in RFC 5816 or more recent.
- 7.3 The service is based and its use is subjected to the Time-Stamping Authority Policy and Practice Statement. These documents are available on the Website.
- 7.4 The technical parameters of the time-stamp service and the service certificate of the time stamp service are published on the Website.
- 7.5 The General Conditions of the Subscription Agreement also apply if the service referred to in clause 7.1 and 7.2 is used through the Middleware provided by ANF AC. The Middleware is subjected to the terms of use described in clause 9.

## 8 Obligations Relating to the Use of the Certificates and Services

- 8.1 The Subscriber agrees to review and comply with the Terms and Conditions for the use of the Certificates and Services. These are detailed in the corresponding CP, CPS and the Time-Stamping Authority Policy and Practice Statement; these documents can be found on the Website.
- 8.2 The Subscriber agrees on the correct use of the Services and to implement measures to ensure the conformity of the request sent to the Service with the protocols supported by the Service and the correct interpretation of the response to the request (including verification of the authenticity of the services certificate).
- 8.3 The Subscriber agrees to adapt the use of the contracted Certificates and/or Services to the permitted uses and to accept the restrictions imposed on them by ANF AC.
- 8.4 The Subscriber agrees to pay the fees corresponding to the requested Certificates and/or Services.
- 8.5 The Subscriber agrees to cease the use of the Certification and/or Service in case of its revocation.
- 8.6 The Subscriber undertakes to apply measures to prevent access to the Services by third parties.
- 8.7 If the Subscriber and the Subject are not the same entity, the Subscriber shall inform the Subject of the obligations applicable to the Subject, namely:
  - a) The information presented to ANF AC is accurate and complete, in accordance with the requirements of the CP and CPS, particularly regarding registration.
  - b) The key pair is only used in accordance with the limitations notified to the Subscriber.
  - c) A reasonable care is taken to prevent unauthorized use of the Subject's private key.
  - d) Notify the CA without delay if any of the following occurs before the end of the Certificate life cycle:
    - i. If the private key has been lost, stolen, or
    - ii. If the private key has been potentially compromised, or control over the Subject's private key has been lost due to compromise of activation data (e.g. PIN code) or other reasons;
    - iii. There are impressions or changes in the contents of the Certificate
  - e) Once the private key has been compromised, its use should be immediately and permanently interrupted.
  - f) In case of being informed that the CA that issued the Certificate of the Subject has been compromised, it should be ensured that the Certificate is no longer used.
- 8.8 By using the Services, the Subscriber guarantees that the personal data of Subjects are protected in accordance with the law.
- 8.9 When creating electronic signatures, the Subscriber must ensure the following:
  - a) Validity confirmation is obtained immediately;
  - b) Measures to unambiguously interpret electronically signed data are applied;
  - c) Users can determine the authenticity of electronically signed data and attributes added to the signature if any (location of the signature, position/resolution);

- d) The data provided to the Subject before the electronic signature correspond to the data that will be signed;
- e) The Subjects have access to the electronically signed document created through the electronic signature process.

8.10 The Subscriber agrees that the verification number is visibly displayed to the Subject and the Subject is asked to verify if it matches before entering his PIN.

## 9 Scheduled and Unscheduled Interruptions

- 9.1 ANF AC shall notify at least fifteen (15) days in advance to the Subscriber about the scheduled interruption of the Service, by e-mail and /or publication on the Website, including the reasons and estimated time of restoration of the Service.
- 9.2 ANF AC shall ensure that the scheduled interruption of the Service:
- a) Does not exceed 2 times per natural month;
  - b) Does not exceed 12 times a year;
  - c) Is produced between 23:00 pm and 06:00 a.m.;
  - d) Is up to 3 hours at a time and up to 6 hours a month.
- 9.3 ANF AC shall notify the Subscribers about unscheduled interruptions as soon as possible, by email and/or publication on the Website.
- 9.4 ANF AC shall ensure that the duration of unscheduled interruptions of the Service do not exceed:
- a) 45 minutes at a time during Working Hours and 90 minutes in total per calendar month;
  - b) 3 hours at a time outside Working Hours and 6 hours in total per month.
- 9.5 The malfunction of the Service is a situation in which the number of failed requests during one of the periods described in clause 9.4 is less than 10% from the total requests of the Service. The malfunction of the Service is not considered an unscheduled interruption of the Service.

## 10 Suspension of services

- 10.1 ANF AC shall notify the Subscriber about any need to suspend the Service within a reasonable period. The Services shall be suspended after the Subscriber does not rectify the reasons for the suspension of the Service within the period established by ANF AC.
- 10.2 ANF AC is entitled to suspend the Services to the Subscriber without prior notice in the following cases:
- a) The Subscriber breaches the Terms and Conditions and the Agreement.
  - b) The Subscriber has a delay of ten (10) natural days in the payment of an issued invoice;
  - c) The actions of the Subscriber suppose a risk to the operation of the Services and their availability to other Subscribers.
  - d) The actions of the Subscriber suppose a risk to the operation of the structure of ANF AC.
- 10.3 The Subscriber agrees to notify ANF AC of the rectification of the reasons for the suspension of the Services.
- 10.4 ANF AC will terminate the suspension of the Services when the Subscriber has rectified the reasons for the suspension within the period established for it.



## 11 Services Payment and Billing

- 11.1 ANF AC, has the right to the payment by the Subscriber of the Services and products requested and rendered, by ANF AC or any of the entities belonging to the Cluster of ANF AC. The price to apply, unless otherwise agreed by the Parties, shall be the price rate published on the Website. The Subscriber in the process of requesting his certificate, receive detailed information of the services and products that can consume and prices applicable to each of them. The price list can be freely modified by ANF AC.
- 11.2 ANF AC issues invoices to Subscribers for services rendered. It is established as the form of payment the direct debit order to the Subscriber's bank account. Failure of payment gives ANF AC the right to suspend the Service, revoke the Certificates issued, and commence the corresponding legal claims for the amount invoiced, as well as for the expenses and interest incurred.
- 11.3 The Subscriber must pay the bill for its Services to ANF AC within ten (10) working days from the date of issuance of the invoice.
- 11.4 ANF AC is entitled to collect the expenses and interests caused by the Subscriber's non-payment.
- 11.5 The price of certain products or services offered by ANF AC or, by entities belonging to the Cluster of ANF AC, may be associated with a scaling by consumption. In this case the price to be applied will be calculated based on the requests made by the Subscriber, within the period that each escalation establishes. Charges are calculated based on the minimum number of requests established in the Price List.
- 11.6 Requests made through the Middleware provided by ANF AC are classified as Services and have a price per the Price List. ANF AC may charge an additional fee for the use of Middleware.
- 11.7 Prices for the Services do not include audit records or the issuance of expert reports. In each case, and per the complexity of the same, rates will be applied in accordance to an anticipated buget accepted by the Subscriber or Relying Party.

## 12 Privacy, Use of Data and Confidentiality Policy

- 12.1 The Parties undertake to safeguard the confidentiality of the information of the other Party, of its customers, business partners, employees, financial situation, and transactions that are disclosed due to the execution, modification and/or termination of the Contract and undertake to not disclose such information to third parties without the consent of the other Party. This clause has an unlimited duration, persists even after termination of the Contract.
- 12.2 When the Services are provided to third parties, the Parties have the right to refer to the existence of the Contract, if it is expressly established in the Agreement, but not to the details regarding the substance or technical data of the Contract.
- 12.3 All information that has become known while providing services and that is not intended for publication is confidential. The Subscriber has a right to get information from ANF AC about him/herself. Non- personalized statistical data about ANF AC's Services is also considered public information. ANF AC may publish non-personalized statistical data about its Services.
- 12.4 ANF AC guarantees the confidential information and the data transmitted by the Subscriber, Subject, and if appropriate, the Certificate Responsible is not accessible to third parties by implementing different security controls. Furthermore, ANF AC guarantees the protection of personal data in accordance with the applicable legislation, the CPS, CP, and the Time-Stamping Authority Policy and Practice Statement which are available on the Website.
- 12.5 The confidentiality obligation will not extend to disclosures made by the Parties to their auditors, to the organizations exercising legal oversight and to legal advisers. Disclosure or forwarding of confidential information to a third party is permitted only with the written consent of the legal possessor of the information based on a court order or in other cases provided by the applicable legislation.

## 13 Notification Obligation and Document Format

- 13.1 The Subscriber undertakes to immediately notify ANF AC of any changes in the data contained in the Agreement and to send the new data to ANF AC. Change of data is considered any modification to the data of the Subscriber, Subject, and if appropriate, of the Certificate Responsible.
- 13.2 Unless otherwise communicated by the other Party, either Party shall be entitled to assume that the contact details exist unchanged.
- 13.3 The Subscriber is responsible for the consequences related to the operability and use of the email address that has been provided to ANF AC (including those arising from transactions made through the email address). Subscriber's liability extends to cases where a third party has used the Subscriber's e-mail.
- 13.4 ANF AC shall notify the Subscriber in the contact data provided in the Agreement, of any substantial modifications that may be made to the Agreement.

## 14 Reliance Limits

14.1 Reliance in a message signed with an electronic signature is based on the following conditions:

- a) The electronic signature was generated during the operational period of a valid certificate and can be verified using a verified certificate chain.
- b) Reliance is reasonable per the circumstances. If circumstances require additional guarantees, these must be obtained for such reliance to be reasonable.
- c) The certificate type is appropriate and its status is valid.

14.2 The certificates issued by ANF AC are used for the purposed specified in the corresponding CP.

14.3 The registration information of all issued certificates and all the events that take place during the life cycle of certificate, including their renovations is stored for a period of at least 15 years. ANF AC can prove the existence of a certificate on the request of a Relying Party.

## 15 Obligations of Subscribers and of the CA

- 15.1 Prior to the issuance of the Certificate and/or reception of the Service, the Subscriber, Subject, and if appropriate, the Certificate Responsible have been informed of all rights and obligations in the use of Certificates and Services, their corresponding fees, and that they have received a copy of the CPS and PC.
- 15.2 The Subscriber, Subject, and if appropriate, the Certificate Responsible is obliged to use the Certificates in accordance with the Terms and Conditions, and documents established in clause 20; ANF AC must nevertheless emphasize the following obligations:
- a) The Subscriber shall transmit to the Subject, and if appropriate to the Certificate Responsible, their specific obligations.
  - b) They authorize the publication and free distribution of the public part of their certificate without any restriction and, in case the certificate incorporates powers of attorney or associated warrants, they authorize the free publication of the same.
  - c) They recognize that ANF AC's PKI is a system opened to the public, and that free publishing is the model followed by ANF AC to strengthen the trust of Relying Parties.
  - d) Upon receiving the Certificate issued by the CA, shall not make use of it until verifying the correspondence between the data included in the Certificate with the information provided by himself, as well as the adequacy of the certificate to the request made. The use of the Certificate by the Subscriber, Subject, and if appropriate, the Certificate Responsible presupposes its full acceptance and compliance.
  - e) Ensure the proper use and conservation of the supports of the Certificates.
  - f) Shall duly use the Certificate and comply with the limitations of use.
  - g) Shall be diligent in the custody of the private key, and will maintain the privacy of the signature activation data to prevent unauthorized use.
  - h) Shall notify ANF AC and any Relying Party they deem necessary, without unjustifiable delays:
    - The loss, theft or any risk that compromises the private key.
    - The loss of control of the signature activation data.
    - Inaccuracies or changes regarding the information contained in the Certificate, urging the revocation of the Certificate when such modifications constitute a cause for revocation.
  - i) Shall stop using the private key after the period of validity of the Certificate, or when there has been revocation thereof.
  - j) Shall not monitor, manipulate or perform reverse engineering on the technical implementation of certification services without prior written permission of ANF AC.
  - k) Shall not intentionally compromise the security of certification services.
  - l) Shall not use the private key corresponding to the public key contained in the Certificates, for signing a Certificate, as if it was a CA.
- 15.3 ANF AC provides certification services in accordance to the provisions of the CPS, PC, and in compliance with the LFE and eIDAS.

## 16 Consultation Obligation of the Certificates Status Verification Service by Relying Parties

- 16.1 Relying Parties shall verify the status of those Certificates on which they wish to trust. One way by which the Certificate status can be verified is by consulting the most recent CRL and ARL issued by the CA that issued the Certificate on which they wish to trust. ANF AC will provide support to the Relying Parties on how and where to find Certificates status verification services based on OCSP, or the corresponding CRL and ARL.
- 16.2 If for any reason, it is not feasible to obtain information about the status of a Certificate, the system that should use it must reject its use, or depending on the risk, the degree of responsibility and the consequences that could occur, use it without guaranteeing its authenticity with the terms and standards established in the CPS.

## 17 Responsibility of the Parties

- 17.1 The Parties are responsible for direct material damages caused to the other Party or to a third party for the breach or improper performance of the obligations assumed in the Agreement in accordance with the Agreement and the applicable law.
- 17.2 ANF AC is responsible for the accuracy of the information issued by the Services.
- 17.3 In case of the certificate validation service, ANF AC is responsible for ensuring that the most recent validity information transmitted by the certificate issuer is used to issue the response.
- 17.4 ANF AC is not responsible for the contents of the transaction based on the validity confirmation or time stamps issued.
- 17.5 ANF AC is not responsible for the breach of the obligations, established in clause 15 of the present document, of the Subscriber, Subject and if appropriate the Certificate Responsible,

## 18 Force Majeure

- 18.1 Force Majeure releases Parties of liability in case that the compliance with obligations derived from the Agreement is hampered. Force majeure are independent circumstances from the intention of the Parties, which are unforeseeable, and which prevent the fulfillment of obligations derived from the Agreement.
- 18.2 A Party shall notify the other Party of the circumstance of force majeure as soon as possible in the contact details specified in the Agreement.
- 18.3 Force majeure shall not release the Parties from the obligation to take all possible measures to prevent or mitigate damages arising from non-compliance or non-conforming compliance with the Agreement.
- 18.4 In the event of force majeure being applied for a period of more than thirty (30) days, one of the Parties shall have the right to terminate the Agreement unilaterally by written notification to the other Party.



## 19 Limited Warranty and Disclaimer

- 19.1 ANF AC, bears the risk of liability for damages that may result from the use of issued certificates, thus has signed the relevant liability insurance, and in accordance to the CA/Browser Forum emission guidelines and management of Extended Validation SSL certificates, published by CA/Browser Forum, has extended the required amount by the applicable legislation up to FIVE MILLION EURO (5.000.000. €).
- 19.2 ANF AC shall inform all the Subscribers before ANF AC terminates the electronic certificate service and shall maintain the documentation related to the terminated services and information needed in accordance to the process established in the CPS and CP.
- 19.3 ANF AC shall respond for those damages that come derived from:
- a) A breach of the obligations contained in the LFE, eIDAS, the CPS and CP.
  - b) As provided in Article 22 of the LFE, ANF AC shall be liable for damages caused to any person for failure or delay in the certificates status verification service of the validity of the certificates or the extinction or suspension of the validity of certificates.
  - c) ANF AC assumes all liability before third parties for the performance of individuals to whom functions are delegated for the provision of certification services.
- 19.4 In any case, the following cases are an exception:
- a) ANF AC shall not be liable for any direct, indirect, special, incidental, consequential damages, for any loss of profit, loss of data, punitive damages, foreseeable or not, raised in relation with the usage, delivery, license, performance or non-functioning of certificates, electronic signatures, or any other transaction or service offered or contemplated by the CPS or the applicable PC, in case of misuse, or when used in transactions involving a higher risk to the compensation limited expressed by the CA in the CPS or applicable CP.
  - b) In all cases provided by the Article 23 of the LFE.
  - c) ANF AC does not assume any other commitment or liability than those detailed in the CPS.
  - d) Specifically, with Subscribers and the certificate responsible:
    - When not complying with the obligations contained in the LFE, CPS and the CP, and the obligations outlined in paragraph 9.5.3 of the CPS.
  - e) Specifically, with Relying Parties:
    - When not complying with the obligations contained in the LFE, in this CPS and the CP, and the obligations outlined in paragraph 9.5.4 of the CPS.

## 20 Applicable Agreements and Certification Practice Statement

20.1 The agreements, policies and certification practices related to these Terms and Conditions are available on the Website:

- a. Certification Practices Statement of ANF AC.
- b. Time-Stamping Authority Policy and Practice Statement
- c. Certificates Policy for Natural Person Class 2 Certificates.
- d. Certification Policy for Legal Representative of a Legal Person, of an Entity without Legal Personality and of Sole and Joint and Several Directors Certificates
- e. Certificates Policy for Public Employee Certificates
- f. Certification Policy for Electronic Seal and Public Administrations Electronic Seal Certificate
- g. Certification Policy for Secure Server SSL, Extended Validation Secure Server SSL (EV SSL). Electronic Office and Extended Validation Electronic Office Certificates
- h. Certification Policy for RA Operators Certificates.
- i. Certification Policy for Issuance Report Manager and PKI Operator
- j. Subscription Agreement

## 21 Refund Policy

21.1 ANF AC handles refund requests case-by-case.



## 22 Modification to the Contract and to the Subscription Agreement

- 22.1 ANF AC has the right to make unilateral modifications to the Agreement with one (1) month notice to the Subscriber, but in no case, may the present clause be exercised more than three (3) times per year. The Subscriber will be notified in accordance with clause 13.4 of this document.
- 22.2 If the Subscriber does not agree with the unilateral modifications made by ANF AC to the Agreement, the Subscriber shall have the right to terminate the Agreement.
- 22.3 The Subscriber has no right to assign the Agreement, nor the corresponding rights and obligations to third parties without the written consent of ANF AC. Any assignment of the acquired rights and the assumed obligations in the Agreement to third parties by the Subscriber without the consent of ANF AC shall be void.
- 22.4 Modifications and additions to the Agreement shall be documented in writing unless otherwise agreed by the Parties.
- 22.5 If modification of the Agreement data requires changes in the configurations of the Services, ANF AC must implement them within ten (10) business days.

## 23 Duration and Termination

- 23.1 The Agreement is concluded for an indefinite period, unless the Parties determine otherwise in the Agreement.
- 23.2 The Agreement shall become valid upon its ratification, unless otherwise agreed by the Parties.
- 23.3 If the Subscriber is a natural person, the Agreement will terminate upon his/her death. If the subscriber is a legal person, the Agreement will terminate with its dissolution / bankruptcy submission. The Agreement will also terminate after the dissolution of ANF AC, upon agreement of the Parties or unilateral cancellation for reasons established in the Agreement.
- 23.4 The Subscriber has the right to unilaterally terminate the Contract by written notice of fifteen (15) calendar days to ANF AC, unless otherwise agreed by the Parties.
- 23.5 ANF AC has the right to unilaterally terminate the Agreement in the following cases:
- a. The Services are no longer provided by ANF AC, with a two (2) months notice to the Subscriber;
  - b. The Subscriber uses the Services for purposes for which they were not provided, to perform an illegal activity or in a manner that could cause substantial damage to ANF AC or third parties. Termination shall be immediate without notice.;
  - c. The Subscriber has not rectified the reasons for the suspension within one (1) month from the suspension of the Service.
  - d. If a Party in the Agreement materially fails to comply with any substantial provision of the Agreement, the other Party shall have the right to suspend the execution of the Agreement and terminate the Agreement if the other Party has not rectified the breach within five (5) business days from the receipt of the notification.
  - e. The termination of the Agreement does not release the Subscriber from its obligation to pay the invoices of the Services until the expiration date specified in the Agreement.
  - f. The termination of the Agreement will not have any impact on the execution or liquidation of the financial credits that arise prior to the termination of the Agreement.

## 24 Applicable law, Complaints, and Dispute Resolution

- 24.1 The trust services provided by ANF AC are governed by the courts of Spain and the European Union as it is the place where ANF AC is registered as CA.
- 24.2 Any dispute arising from the Terms and Conditions, Agreement, contract or legal act, as well as those arising thereof or about - including any question regarding its existence, validity, termination, interpretation or execution-shall be settled by arbitration, administered by the International Court of Arbitration of the Distribution Business Council (TACED), in accordance with the Arbitration Rules in effect on the date of submission of the request for arbitration.
- 24.3 The Arbitral Court appointed for this purpose shall consist of a sole arbitrator, and the place of arbitration and the applicable law for settlement of the dispute shall be those corresponding to the TACED's registered office.
- 24.4 If for some reason, it is not possible to settle the dispute by the arbitration procedure outlined previously, the parties, waiving any other jurisdiction that may correspond, are subjected to the resolution of any conflict that may arise between them to the courts of Barcelona.
- 24.5 The Subscriber or other party can submit their claim or complaint on the following email: [info@anf.es](mailto:info@anf.es).

## 25 Qualified Trust Services Provider, Repository Licenses, Trust Mark and Audit

- 25.1 Certificates issued by ANF AC have the qualification of qualified, registered in the Spanish Trusted List (<https://sede.minetur.gob.es/Prestadores/TSL/TSL.pdf>). Prerequisite requirement of this registration is compliance with applicable regulations and standards.
- 25.2 Since ANF AC is a Qualified Trust Service Provider, it can make use of the trust mark following the indications established in the Commission Implementing Regulation (EU) 2015/806 of 22 May 2015 laying down specifications relating to the form of the EU trust mark for qualified trust services.
- 25.3 The certifications obtained by ANF AC can be verified in the following link:

<https://www.anf.es/es/corporacion/quienes-somos/certificaciones.html>

- 25.4 The conformity assessment body is accredited in accordance to the eIDAS Regulation. ANF AC is currently undergoing the audit and its results shall be published on the Website.

## 26 Contact Information

26.1 Revocation requests can be made as follows:

- a) **Electronically:** by electronically signing the revocation request by the applicant for the certificate or by the person responsible of it at the date of the revocation request.
- b) **Telephonic:** by answering to questions made from the telephone support service available on the number 902 902 172 (calls from Spain) (+34) 933 935 946 (International)
- c) **In person:** the Subscriber or the representative with sufficient powers of attorney from the certificate holder appearing before one of the offices of ANF AC published in the website <https://www.anf.es/sedes.html>; proving its identity through original documents, and handwritten signing the corresponding form.

ANF Autoridad de Certificación

VAT number: G-63287510

Gran Vía de les Corts Catalanes 996, 4º, 2ª - 08018 Barcelona

Telephone: (+34) 902 902 172 (Monday to Friday from 9:00am to 18:00pm European Central Time)

Fax: (+34) 933 031 611

Email: [info@anf.es](mailto:info@anf.es)

Website: <https://www.anf.es/en>