

1. TERMS AND CONDITIONS OF USE (EIDAS)

1.1. TYPE AND USE OF ELECTRONIC TIME STAMP

The qualified Time Stamping services is offered by the Time Stamping Authority of the FNMT-RCM as a Trust Service Provider in accordance with Regulation (EU) 910/2014 of the European Parliament and the technical application regulation ETSI EN 319 421 and RFC 3161.

- They are stamped with the Stamp Creation Data of the FNMT-RCM and the algorithms used are SHA-256 and RSA 3072
- The validity period for the Stamp Creation Data used by the FNMT-RCM to offer the qualified time stamping service lasts until 3/3/2022.

To be able to use the service, the relevant agreement must be signed with the FNMT – RCM. Only with this working framework will the User Entity obtain sufficient instructions and privileges to send data in electronic form to the FNMT-RCM for the purpose of creating an Electronic Time Stamp for the same. The Stamp client that the user must assemble will comply with the specification contained in ETSI EN 319 422.

1.2. LIMITS ON USE

The declared accuracy for the synchronisation of the TSU with UTC is 100 milliseconds, amply fulfilling the requirements of the European standard [ETSI EN 319 421]. Therefore, the qualified Time Stamping Service of the FNMT-RCM will not issue any qualified Electronic Time Stamp during the period of time in which there is a lag greater than 50 milliseconds between the clocks of the TSU and the UTC time source of the Spanish Navy Observatory (ROA) 1.

The FNMT-RCM registers and archives those significant events that are necessary to verify the activity of this trust service for a period of not less than 15 years, in accordance with applicable legislation.

1.3. PARTIES' OBLIGATIONS

The obligations of all parties involved in the use of this service are defined in the [Qualified Time Stamping Service Policy and Practices](#) of the FNMT-RCM.

1.3.1. TSU certificate status verification obligations

Any third party that reasonably trusts a FNMT-RCM electronic time stamp will have to:

- Ensure that trust in the electronic time stamps issued by the qualified Time Stamping Service described in this document is restricted to the

1 The ROA's mission is to maintain the basic unit of time, declared for legal purposes as the National Standard of that unit, as well as the maintenance and official dissemination of the "Coordinated Universal Time" (UTC -ROA) scale (Royal Decree 1308/1992, 23 October).

appropriate uses (see [Qualified Time Stamping Service Policy and Practices](#) document of the FNMT – RCM).

- Check that the electronic time stamp is properly stamped with the stamp creation data of the Time Stamping Unit (TSU).
- Verify the validity of the certificate used by the TSU belonging to the Time Stamping Authority that issues the electronic time stamps, ensuring that it has not expired.
- Ensure that the certificate has not been revoked by accessing information about the current revocation status available at the location specified in the certificate itself.
- Determine that the time stamp provides sufficient guarantees for the intended use.

In order for a third party to place its trust in an electronic time stamp issued by the FNMT-RCM, this Entity has an information and consultation service on the status of the certificates, in which the status of the certificate used for the construction of the stamp in question may be consulted (available at the location specified in the certificate itself).

Unless the pertinent verifications regarding the validation of the electronic stamp and the verification of the validity status of the Certificate that the FNMT-RCM uses in the creation of electronic time stamps have been performed, these should not be trusted. In this event, there will be no legal grounds for filing any claim or taking legal action against the FNMT-RCM for damages or conflicts arising from the use of or trust in this service.

1.3.2. Disclaimers

The FNMT-RCM will only be answerable for deficiencies in the procedures relating to its activity as a Trust Service Provider, and in accordance with the provisions of the [Qualified Time Stamping Service Policy and Practices](#). In no event will it be responsible for the actions or losses incurred by applicants for the service, user entities or, as the case may be, third parties involved, that are not due to errors attributable to the FNMT-RCM in above-mentioned issuance procedures for electronic time stamps.

The FNMT-RCM will not be answerable in cases of fortuitous event, force majeure, terrorist attack or wildcat strike, or in cases involving actions that constitute crimes or offences that affect its provision infrastructure, except in the event of gross negligence on the entity's part.

The FNMT-RCM will not be answerable to persons whose behaviour in the use of the electronic time stamps has been negligent; for these purposes, and in any event, negligence will be considered as failure to comply with the Statement of [Qualified Time Stamping Service Policy and Practices](#) and, in particular, the provisions in the sections that refer to the parties' obligations and liability.

In any event - this having the status of a penalty clause - the amount that FNMT-RCM must pay by way of damages under legal compulsion to injured third parties or members of the Electronic Community in any public or private field of action, in the absence of specific regulation in contracts or agreements, is limited to a maximum of SIX THOUSAND EUROS (€6,000).

In the event of the termination of the Trust Service Provider's activity, the FNMT-RCM will be governed by the provisions of current legislation. In any event, it will duly inform the users of the Service with which it has concluded a service agreement on a timely basis.

1.3.3. Applicable agreements and Policy and Practice Statement

The "Qualified Time Stamping Policy and Practices" document, available at <http://www.ceres.fnmt.es/dpcs/>, gives public information on the conditions and characteristics of the service offered by the FNMT-RCM as a Trust Service Provider, including the obligations and procedures that it undertakes to fulfil.

The activities that the FNMT-RCM can subcontract to carry out its activity as Trust Service Provider are developed in line with the Trust Services Practices and Electronic Certification General Statement (*DGPC*) and in the contracts and agreements concluded with the entities that carry out such activities. In these cases, access to the information owned by the FNMT-RCM by third parties follows the protocol defined in the Security Policy of this entity, as regards the identification of risks, establishment of security controls to protect access to the information and the conclusion of the corresponding confidentiality agreements and, if applicable, the contract for the processing of personal data in compliance with current regulations.

1.3.4. Personal data privacy policy

The FNMT-RCM adopts the technical and organisational security measures necessary to guarantee personal data security and to prevent the alteration, treatment or unauthorized access thereof, in accordance with the provisions of Royal Decree 1720/2007 (21 December) which approved the enabling regulations of Organic Law 15/1999 (13 December) on Personal Data Protection and the enabling regulations thereof. The files will be publicly owned and their creation, modification or suppression will be made by general disposition published in the Official State Gazette. It will also destroy or return all the personal data processed once the relationship with the FNMT-RCM expires for any reason, except for data that legislation requires to be kept for a minimum of fifteen (15) years.

1.4. APPLICABLE LAW, COMPLAINTS AND DISPUTE RESOLUTION

The provision of trust services by the FNMT-RCM will be governed by the Laws of the Kingdom of Spain.

In general, members of the Electronic Community and Users of FNMT-RCM trust services accept that any litigation, discrepancy, issue or claim resulting from the implementation or interpretation of the Policies and/or Statements of Trust Service and Electronic Certification Practices or related thereto, directly or indirectly, will be resolved in accordance with the provisions of the relevant contracts, general conditions and/or commissions or agreements, in the terms of the entity's By-laws, approved by RD 1114/1999 (25 June) (Official State Gazette No. 161 of July 7).

In the event that contracts, general conditions and/or commissions or agreements do not specify any conflict resolution arrangement, all the parties submit to the exclusive jurisdiction of the courts of the Spanish State in the city of Madrid.

In addition, mediation or arbitration procedures may be agreed, subject to the approval of the competent bodies of the FNMT-RCM, in accordance with applicable legislation.

1.5. CSP CONTACT INFORMATION AND COMPLIANCE ASSESSMENT SCHEME

Fábrica Nacional de Moneda y Timbre - Real Casa de la Moneda

C/ Jorge Juan, 106, 28009 Madrid. <https://www.sede.fnmt.gob.es/> Contact: ceres@fnmt.es

The FNMT-RCM obtains its compliance assessment certificate through an evaluator that has been accredited, under ETSI EN 319 403, by the accreditation body of a Member State of the European Union, and presents it to the Spanish Regulator, which will include said service in the European TSL pertaining to that trust service.