



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

# **TIME-STAMPING AUTHORITY OF THE FNMT – RCM DISCLOSURE STATEMENT**

Time-Stamping Qualified Service

Ref. PDS\_EN\_QTimestamping\_v2.0

21/01/2019  
FNMT – RCM

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## Entire Agreement

This disclosure statement of the FNMT\_RCM as Time Stamping Authority is not intended to define the complete conditions under which the Qualified Service of Time Stamping by that Entity is provided, but only a summary thereof.

## Contact Info of the Trust Service Provider as TSA

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](mailto:ceres@fnmt.es)

## Electronic Time-stamp types and usage

The Qualified Time Stamping service is offered by the FNMT-RCM Time Stamping Authority as a Trusted Service Provider and in accordance with 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.

The policy of electronic time stamps is identified and referenced by OID 0.4.0.2023.1.1 and have the following characteristics:

- They are issued in accordance with the European standard ETSI EN 319 421 “Policy and Security Requirements for Trust Service Providers issuing Time- Stamps”.
- They are issued based on the criteria established in technical regulations RFC 3161 “Internet X.509 Public Key Infrastructure – Time Stamp Protocol” y en el estándar europeo ETSI EN 319 422 “Time-stamping protocol and time-stamp token profiles”.
- They are sealed with the FNMT-RCM Seal Creation Data, specifically under the Root Certification Authority Certification Chain with CN = AC FNMT-RCM ROOT. The algorithms used for the creation of electronic time stamps are:
  - SHA-256
  - RSA 3072
- The validity of the Seal Creation Data that the FNMT-RCM uses to offer the qualified time-stamping service is until 28/11/2024.

In order to use the service, the corresponding agreement with the FNMT - RCM must be signed. Only with this framework will the user entity obtain sufficient instructions and privileges to send data electronically to the FNMT-RCM in order to create an Electronic Time Stamp of the same.

In order to allow reliance parties to trust in an Electronic Time Stamp issued by the FNMT-RCM, this entity has a Validation Service on the status of the certificates, in which the status of the certificate used for the construction of the seal in question (available at the address specified in the certificate itself).

Without having made the relevant checks regarding the validation of the electronic seal and the verification of the validity of the Certificate that the FNMT-RCM uses in the creation of electronic Time stamps, they should not be relied upon. In this case, there will be no legitimacy to claim or take legal action against FNMT-RCM for damages, damages or conflicts arising from the use or trust in this service.

## **Reliance limits**

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

The FNMT - RCM registers and keeps archived those significant events necessary to verify the activity of this trust service for a period of not less than 15 years, according to the applicable legislation.

## **Obligations of subscribers**

In the Policy and Practice Statement of the Time-stamping qualified trust service of the FNMT-RCM are defined the obligations of all parties to act in relation to the use of this service.

## **Obligation of relying parties to check TSU public key certificate status.**

Any reliance party who “reasonably relies” on an electronic time stamp of the FNMT-RCM will have to:

- Ensure that reliance in the electronic time stamps issued by the Qualified Time Stamping Service is restricted to the appropriate uses (see Policy and Practices of the FNMT - RCM Qualified Time Stamping Service).
- Verify that the electronic time stamp is properly sealed with the Time Stamp Seal (TSU) creation data.
- Verify the validity of the certificate used by the TSU belonging to the Time Stamping Authority that issues the electronic time-stamps, making sure it has not expired.

- Ensure that the certificate has not been revoked by accessing the information on the current revocation status, available at the address specified in the certificate itself.
- Determine that the electronic time stamp provides sufficient warranties for the intended use.

## **Limitation of liability**

The FNMT-RCM will only respond for deficiencies in the procedures proper to its activity as a Trusted Service Provider, and in accordance with the provisions of its Policy Statement and Practice of the qualified time-stamping service. In no case shall it be liable for the actions or losses incurred by service applicants, user entities or, as the case may be, third parties involved, which are not due to errors attributable to FNMT-RCM in the aforementioned Expedition electronic time stamps.

The FNMT-RCM will not respond in the cases of fortuitous event, force majeure, terrorist attack, wildcat strike, as well as in cases involving actions constituting a crime or fault that affect its providing infrastructure, unless there was grave fault Of the entity. The FNMT-RCM will not respond to persons whose behavior in the use of electronic time stamps has been negligent and should be considered for these purposes and in any case as negligence, failure to comply with the provisions of the Policy Statement and Service Practices Qualification of time stamping and, in particular, the provisions in the sections referred to the obligations and responsibility of the parties.

In any case, and with the condition of a criminal clause, the amount that FNMT - RCM must satisfy, by way of damages, by judicial injunction to injured third parties or members of the Electronic Community in any field of public or private action, in Defect of specific regulation in contracts or agreements, is limited to a maximum of SIX THOUSAND EUROS (€ 6,000).

In the event of termination of the Trusted Services Provider activity, the FNMT - RCM will be governed by the provisions of current legislation. In any case, it will inform properly and sufficiently in advance the users of the Service with whom it has the corresponding service provision agreement.

## **Applicable Agreements and Policy & Practice Statement**

The document "Policy and Practice of the qualified service of time stamping", published at the address <http://www.ceres.fnmt.es/dpcs/>, collects the public information of the conditions and characteristics of the service offered by the FNMT-RCM as Trusted Services Provider, collecting the obligations and procedures that it undertakes to fulfill.

The activities that the FNMT - RCM can subcontract to carry out its activity as a Trusted Services Provider are developed according to its General Statement of Trusted Services and Electronic Certification (DGPC), and the formalized contracts and agreements with the entities that perform such activities. In these cases, access to information owned by the FNMT - RCM by third parties follows the protocol defined in the Security Policy of this entity, in terms of the identification of risks, establishment of security controls to protect access to the information and formalization of the corresponding confidentiality

agreements and, if applicable, the contract for the processing of personal data in compliance with current regulations.

## Privacy policy

Basic information on the personal data collected. This information is made in two layers on the basis of European regulation (articles 13 and 14 of REGULATION (EU) 2016/679 - General Regulation of Data Protection and Organic Law 3/2018, of December 5, of Protection of Personal Data and guarantee of digital rights

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<b>RESPONSABLE</b>	<b>FÁBRICA NACIONAL DE MONEDA Y TIMBRE-REAL CASA DE LA MONEDA, E.P.E., M.P. (FNMT-RCM)</b>
<b>PURPOSE</b>	<i>Management of the provision of trusted services. Once your relationship with the FNMT-RCM is over, we will keep your information blocked for the exercise of rights.</i>
<b>LEGITIMATION</b>	<i>The legal basis for the treatment of your data is the need to manage them to perform the service as a trusted third party</i>
<b>RECIPIENTS</b>	<i>Your serial number of the certificate will be communicated to third parties in order that they can verify its validity and the data included in the certificate when it is used. No international transfers are made outside the EU.</i>
<b>RIGHTS</b>	<i>You can access, rectify, delete the data and exercise the other rights, as reported in <a href="http://www.fnmt.es/rgpd">http://www.fnmt.es/rgpd</a> (MAIN PAGE)</i>
<b>SOURCE</b>	<i>Unequivocal consent of the interested party. From organizations where services are provided by those affected (representatives, representatives or contacts)</i>
<b>SECURITY MEASURES</b>	<i>Esquema Nacional de Seguridad. More information in the lower link.</i>
<b>DATA CATEGORY</b>	<i>Identifying data, of personal characteristics and social circumstances, as explained in the additional information of the Activities Register of the lower link.</i>

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**You may consult additional and detailed information about this treatment in:**

<http://www.fnmt.es/rgpd> (TRATAMIENTO N° 15)

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Interested parties may exercise their rights of access, rectification, cancellation or opposition before the party responsible for the file (FNMT-RCM) by sending a letter, accompanied by a photocopy of their ID card or an authorisation to consult their identity through the Identification Data Verification System. They may also exercise their rights through the Electronic Register (<https://www.sede.fnmt.gob.es/tramites>) using the "general purpose form".

This entity's registered office is in calle Jorge Juan 106, 28009 - Madrid. The interested parties authorise the FNMTRCM to include the certificate serial number in the list of revoked certificates (data communication) so that it may be viewed by any user, whether or not the user has an electronic certificate, in both the public and private areas. We also inform you, and you agree, that the use of the certificate for identification purposes or if

you perform an electronic signature, entails the possibility that third parties may access the data you have provided to us that are included in the certificate.

In the following link, you may find information about the Public Registry of [Certificate Transparency \(CT\)](#).

## **Refund Policy**

Not applicable.

## **Applicable Law, complaints and disputes resolution**

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

In general, members of the Electronic Community and Users of the trust services of the FNMT-RCM accept that any litigation, discrepancy, question or claim resulting from the execution or interpretation of the Policies and / or Declarations of Service Practices Trust and Electronic Certification or related to them, directly or indirectly, will be resolved in accordance with what is established in the corresponding contracts, general conditions and / or assignments or agreements, in the terms set forth in the Statute of the entity, approved by RD 1.114 / 1999, of June 25 (BOE nº 161 of July 7).

In the event that contracts, general conditions and / or parcels or agreements do not specify conflict resolution systems, all parties are subject to the exclusive jurisdiction of the courts of the Spanish State in the city of Madrid.

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

## **Repository licenses, trust marks and audit**

The FNMT-RCM has a long history in the accomplishment of its industrial activities, as well as the support of the State, as a Public Enterprise attached to the Ministry of Finance and Public Administration. Since the entry into force of Article 81 of Law 66/1997, of December 30, on Fiscal, Administrative and Social Order Measures and its amendments, it has contributed to promote the extension of the services to which it has been empowered and has obtained the recognition of the private market in the electronic certification sector and the open networks, reaching a prominent position in the provision of certification services.

The FNMT - RCM, as Trusted Service Provider, maintains several accreditations and certifications of its public key infrastructure, of which the following apply in particular to this service:

- Issuance of qualified electronic time stamps in accordance with the European standard ETSI EN 319 421 "Policy and Security Requirements for Trust Service Providers issuing Time-Stamps". This audit is carried out periodically and by an accredited Conformity Assessment Body for this purpose.