



# Terms and Conditions

## (QTSP-TAC)

Date	Rev	Description of changes
01-Mar-2019	01	First release
17-May-2019	02	Change of TrustPro documents URL
20-May-2020	03	Change to TrustPro Insurance coverage chapter
13-Jul-2021	04	Par. 1.2: added paragraph on QTSP termination
20-Mar-2023	05	Added qualified Time stamping service
08-Nov-2024	06	Modified document properties

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## 1 TrustPro Certificate Service

TrustPro QTSP Ltd (hereinafter the *Provider*) is a Qualified Trust Service Provider - established in Ireland – providing:

- Qualified Certificates for Electronic Signatures
- Qualified Certificates for Electronic Seals
- Qualified electronic Time Stamp

in all European Union member states according to:

- European Union Regulation 2014/910 (eIDAS) and related ETSI standards
- TrustPro Certificate Policy – Certificate Practice Statement (hereinafter QTSP-CP/CPS) available on TrustPro web site: <https://docs.trustpro.eu>
- TrustPro Time Stamping Authority Certificate Policy – Certificate Practice Statement (hereinafter QTSP-TSA-CP/CPS) available on TrustPro web site: <https://docs.trustpro.eu>

Certificates are provided to natural or legal persons (the *Subject*) under these terms and conditions that define the service agreement stipulated with a natural or legal person (the *Subscriber*). Subject and Subscriber are the certificate *Applicants* and the Provider clients.

Certificate Offers - with specific features economic conditions - are published in the TrustPro web site.


Qualified certificates for Qualified Electronic Signature are provided exclusively on Qualified Signature Creation Devices. Qualified certificates for Qualified electronic seal are provided exclusively on Qualified Seal Creation Devices.

Qualified Time Stamping service is provided to any natural or legal person.

Subscribers certification services interface are Accessible to person with disabilities according to W3C standards.

### 1.1 Certificate Application and Acceptance

Applicants ask for certificates submitting to the Provider a Certificate Application with all required information. Submission modalities are detailed by QTSP-CP/CPS document in section 4.1 Application for a Certificate.

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Certificate Application refers explicitly to this document and invites the applicant to read it carefully before submitting the Certificate Application. With Certificate Application submission the applicant explicitly approves all terms and conditions contained in this document.

Obligations between the Applicant and the Provider starts when the Provider receives the Certificate Application.

Certificate Application plus Terms and Conditions are stored by the Provider and are available to the Applicant.

Certificate acceptance conduct is defined in QTSP-CP/CPS (Certificate Policy / Certificate Practice Statement) section 4.4.1.

With certificate acceptance the Applicant confirms that information held in the certificate is correct.

## 1.2 Service period and termination

Service period is defined in the Certificate expiration period. Suspended or revoked certificate does not affect the service period.

Certificate may be revoked as defined in CP/CPS section 5.8. Certificate verification service will be guaranteed also after termination.

In case of QTSP termination the lists of revoked certificates will be kept online for a period of not less than five years.

More details on certificate status services in CP/CPS section 4.9.


Time Stamping service is provided according to the TSA CP/CPS

## 1.3 Data protection

Applicant, Subject and Subscriber data protection policy is described in TrustPro Privacy Policy document available on TrustPro web site <https://docs.trustpro.eu>.

## 1.4 Limitations, Warranties, Refund Policy and Disclaimers

The Provider provides certificates for permitted uses described in QTSP-CP/CPS section 1.4 and will be liable only for intentional or gross negligence.

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The Provider provides timestamps for permitted uses described in QTSP-TSA-CP/CPS section 1.4 and will be liable only for intentional or gross negligence.

The Provider shall not be liable for any lack of economic results, loss of profit or indirect damages.

Subscriber with a valid revocation code has the right to withdraw from the service within 15 days from the service activation - if the service has not been used - and receive a partial refund equal to 70% of the paid amount. The procedure is available on TrustPro web site.

Certificate usage may be limited to specific process, documents and other conditions.

## 1.5 Provider, Subject and Subscriber obligations


Provider is responsible for certificate services (enrollment, OCSP or CRL verification, revocation) and timestamping service and guarantees an availability of 99.95% every solar year. If this threshold is not respected the Provider will grant to the Client a credit equal to 1% of the paid price for every 30 minutes above the threshold up to a maximum of 300 minutes.

Subscriber is responsible for service payment within the time established in the Offer. The Provider reserves the right to suspend or revoke the certificate in case of missing or partial payment.

Subject and Subscriber are responsible for the truthfulness and the accuracy of submitted data and the protection of the QSCD or SCD access credential. Subject and Subscriber obligations are defined in CP/CPS

- Section 4.1.2 (Enrollment process and Responsibilities)
- Section 4.5 (Key pairs and certificate usage).
- Section 4.8 (Certificate Revocation or Suspension)

Subject and Subscriber will defend, indemnify, and hold the Provider, Provider affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) concealing of real identity, use of false or corrupted documents, false declaration or impairment of identification process; (b) Subject use of the Certificate not compliant with Certificate limitations; (c) violation of these Terms by the Subject or the Subscriber, as applicable; (d) infringement of any intellectual property or other right of any

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person or entity by the Subject or the Subscriber; or (d) any products or services purchased or obtained by Subject or Subscriber in connection with the Certificate.

Subject must inform the Provider without any delay if the Subject private key or authentication data has been lost or compromised.

## 2 TrustPro Remote Signature Service and Time Stamp Service

TrustPro QTSP Ltd (hereinafter the *Provider*) provides to Subscribers a Remote Signature Service based on the qualified certificates issued to natural or legal persons according to the Certificate Service described in section 1.

The Remote Signature Service provided is regulated by these terms and conditions and by the specific terms defined in the offer chosen by the Subscriber (the Offer).

Upon Subscriber acceptance of the Offer, the Provider grants to the Subscriber a limited, non-exclusive and non-transferable license to access and use the service.

The Time Stamp service is provided using RFC 3161 interface.


Any change in the Service interface will be communicated to the Subscriber in a timely manner so that the Subscriber can update the service usage.

### 2.1 Remote Signature Service Activation

The request for the activation of Remote Signature Service is submitted by the Subscriber to the Provider together with the Certificate Application with all required information. Certificate Application submission modalities are regulated by QTSP-CP/CPS document available on TrustPro web site <https://docs.trustpro.eu>

Remote Signature Service request and Certificate Application refers explicitly to this document and invites the applicant to read it carefully before submitting the Certificate Application. With Certificate Application submission, the applicant explicitly approves all terms and conditions contained in this document.

Obligations between the Subscriber and the Provider starts when the Provider receives the Remote Signature Service Request and the Certificate Application.

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## 2.2 Service period and termination

Service period is defined in the Offer and is automatically renewed and charged unless the Subscriber communicates the termination will at least 30 days before the expiration date of the service period.

The Provider has the right to suspend or terminate the service without any refund claim from the Subscriber if:

1. the subscriber has not paid the service fee
2. the subscriber actively attempt to violate Provider systems
3. the subscriber creates a situation of instability and/or danger caused by improper usage of the service
4. Provider termination according to CP/CPS section 5.8

Reactivation of the suspended service is subject to a reactivation fee.

## 2.3 Data protection

Remote Signature Service data protection policy is described in TrustPro Privacy Policy document available on TrustPro web site <https://docs.trustpro.eu>

## 2.4 Limitations, Warranties, Refund Policy and Disclaimers

The Services are provided with a ticket based technical support and is limited to the infrastructure used by the Service and virtual or physical appliance provided to the Subscriber for Service utilization.


Any other Provider liability is limited to intentional or gross negligence.

Subscriber with a valid revocation code has the right to withdraw from the service within 15 days from the service activation - if the service has not been used - and receive a partial refund equal to 70% of the paid amount. The procedure is available on TrustPro web site.

The Provider shall not be liable for any lack of economic results, loss of profit or indirect damages.

## 2.5 Provider and Subscriber obligations

The Provider is responsible for the signature and related authentication service. The Provider guarantees a service availability of 99.95% every solar year. If this threshold is not respected the Provider will grant to the Subscriber a credit equal to 1% of the

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paid price for every 30 minutes above the threshold up to a maximum of 300 minutes.

The Subscriber responsible for the truthfulness and the accuracy of submitted data.

The Subscriber is responsible for the protection of the access data to the service and the cryptographic device.

The Subscriber will defend, indemnify, and hold the Provider, Provider affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) any use of the service beyond the limits expressed in the Offer; (b) violation of these Terms by the Subscriber or a third party using the service on behalf of the Subscriber, as applicable; (c) infringement of any intellectual property or other right of any person or entity by Subscriber or a third party using the service on behalf of the Subscriber; or (d) any products or services purchased or obtained by the Subscriber in connection with the service.


### 3 Insurance coverage

TrustPro has an appropriate insurance to cover the risks of the activity and any damage deriving from the certification service.

Limit of Liability	<ul style="list-style-type: none"> <li>Professional Indemnity: €2,500,000 Any One Claim</li> <li>Public and Products Liability: €2,600,000</li> <li>Employers Liability : €13,000,000</li> </ul>
Policy Excess	<ul style="list-style-type: none"> <li>Professional Indemnity: €325.00 Each and Every Claim</li> <li>Public and Products Liability: €325.00 Each and Every Claim</li> </ul>

### 4 Intellectual property

TrustPro Certificate and Signature service contains materials that are proprietary and protected by copyright laws. Trademarks, logos, taglines and service marks displayed by above services are registered and unregistered Trademarks of TrustPro and others. The Subject and the Subscriber do not acquire any right on used services.

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## 5 Communications, Variations and Jurisdiction

### 5.1 Communications

Any communication shall be sent to the Provider and shall be sent by the Provider to Subject and Subscriber according to QTSP-CP/CPS document.

### 5.2 Terms Variations

The Provider will communicate to the Subject or Subscriber variations to these Terms at least 30 days before variations application. If variations are not accepted the Subject and Subscriber has the right to recede from the agreement.

### 5.3 Jurisdiction

For any controversy the exclusive competent court will be Rome (Italy), except for subscribers located in Ireland that can submit the controversy to the competent court of Ireland.