

**Disclosure Text - TSUDS (TSU  
Disclosure Statement) for Electronic  
Time Stamping Service**






## - Overview

### 1. Document control

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# INFORMATIVE TEXT – TSUDS APPLICABLE TO THE ELECTRONIC TIMESTAMPING SERVICE

This document contains the essential information to know in relation to the Qualified Time Stamping service of the BTP Certification Body.

This document follows the structure defined in Annex B of ETSI EN 319 421-1.

## 1.1. Entire Agreement

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This document provides high-level statements regarding BTP's Qualified Electronic Time Stamping service. It does not supersede or override any other BTP policies available on <https://www.btponetec.es>.

## 1.2. Contact Information

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### 1.2.1. Responsible organization

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The BTP Electronic Time Stamping Qualified Authority, hereinafter referred to as "BTP", is an initiative of:

BTP ONETEC S.L.  
C/ LA MECANICA 305, Polígono Industrial La Peñona  
33211 GIJÓN ASTURIAS  
+34 985 323 747  
info@btponetec.es

### 1.2.2. Contact

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For any questions, please contact:

BTP ONETEC S.L.  
PHONE: +34 985 323 747  
EMAIL: INFO@BTPONETEC.ES

### 1.2.3. Contact for revocation processes

For any questions, please contact:

BTP ONETEC S.L.  
PHONE: +34 985 323 747  
EMAIL: INFO@BTPONETEC.ES

## 1.3. Types and uses of electronic time stamps

The qualified electronic time stamping service follows the PDS instructions of the TSU Certificate with OID 1.3.6.1.4.1.57698.2

The service provided by BTP complies with the Best Practices Policy for Time-Stamp (BTSP) defined in ETSI319421, identified with OID 0.4.0.2023.1.1.

ITU-T(0) identified-organization(4) ETSI(0) time-stamp-policy(2023) policy-identifiers(1) baseline-ts-policy (1)	0.4.0.2023.1.1.
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Electronic time stamps declared as qualified follow the indications of EU Regulation 910/2014 and the TSU certificate is issued under the policy declared in ETSI EN 319 411-2.

Customers who receive this electronic stamping service are obliged to comply with the provisions of current regulations, to respect what is indicated in the contracts signed with this Sealing Authority, verify the correctness of the signature of the time stamp, the validity of the TSU certificate, as well as verify that the hash of the time stamp matches the one sent.



### **1.3.1. Contents of the time stamp**

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Each time stamp issued by BTP contains all the documentation required by the regulations, such as:

1. The serial number of the time stamp.
2. The timestamp signature algorithm. In this case the algorithm used is RSA (SHA256rsa 1.2.840.113549.1.1.11).
3. The identifier of the certificate relative to the public key of the TSU.
4. The date and time of the time stamp.
5. The accuracy of the time source compared to UTC. In this case it is a second or better (point 1.4.1 of this document).
6. The identifier of the hashing algorithm used to generate the evidence fingerprint. In this case the algorithm used is SHA-256 (secure hash ALGORITM 256-bit OID: 2.16.840.1.101.3.4.2.1).
7. The footprint value of computer evidence.

### **1.3.2. Validation of certificates**

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The status check of the certificates is performed from:

- Access to the OCSP service in: <http://ocsp1.uanataca.com/public/pki/ocsp/>
- Download the CRL from the web <https://www.btponetec.es>.

### **1.3.3. Subscribers**

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The Subscriber is the natural or legal person who has contracted BTP's electronic timestamping services.

### **1.3.4. Issuing Sealing Entity**

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Qualified electronic time stamping services are issued by BTP, identified by the data indicated above.

### **1.3.5. User community and applicability**

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The users of the service will mainly be the applications and/or systems of the clients (natural or legal persons) who have contracted these BTP services.

The electronic timestamping services provided by BTP's TSU are included as services provided by BTP, before the national supervisor, in compliance with current technical and legal regulations.

## **1.4. Certificate usage limits**

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Electronic time stamps limit their use in the applications and/or systems of the clients (natural or legal persons) who have contracted these services.

Electronic timestamps shall not be used for purposes other than those specified above.

### **1.4.1. Time accuracy on the qualified electronic time stamp**

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BTP's Qualified Time Stamping service is based on the use of the TSP over HTTP protocol, defined in RFC 3161 "Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP)".

BTP has a reliable source of time in high availability that allows a level of confidence of STRATUM 3, via NTP, with the CSUC.

The accuracy of BTP's Qualified Time Stamping service is 1 second to UTC.

## **1.5. Obligations of subscribers**

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The subscriber undertakes to:

- Make requests for qualified electronic time stamps in accordance with the procedure and, if necessary, the technical components supplied by BTP, in accordance with what is established in the declaration of certification practices (DPC) and in the BTP documentation.
- Follow the instructions specified in the PDS of the BTP TSU certificate.
- Verify the electronic signatures of electronic time stamps, including the validity of the certificate used.
- Use electronic timestamps within the limits and scope described in this TSUDS.

## **1.6. Obligations of verifiers**

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### **1.6.1. Informed decision**

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The verifier undertakes to comply with the technical, operational and safety requirements described in the BTP DPC .

### **1.6.2. Verification requirements of the electronic signature corresponding to the qualified electronic time stamp**

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The check will normally be executed automatically by the verifier's software and, in any case, in accordance with the DPC and this TSUDS.

### **1.6.3. Reliance on an unverified electronic signature corresponding to a qualified electronic time stamp**

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If the verifier relies on an electronic signature corresponding to a qualified unverified electronic time stamp, it shall bear all risks arising from this action.

### **1.6.4. Effect of verification**

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By virtue of the correct verification of electronic timestamp certificates, in accordance with this informative text (PDS), the verifier can rely on the information provided.

### **1.6.5. Proper Use and Prohibited Activities**

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The verifier undertakes not to use any type of status information of the qualified electronic time stamps or of any other type that has been provided by BTP, in the execution of any transaction prohibited by the law applicable to the aforementioned transaction.

The verifier undertakes not to inspect, interfere with or reverse engineer the technical implementation of BTP's public certification services, without prior written consent.

In addition, the verifier undertakes not to intentionally compromise the safety of BTP's time-stamping utilities.

The qualified electronic time stamping services provided by BTP have not been designed or permitted for use or resale, as hazardous situation control equipment or for uses requiring error-proof performance, such as the operation of nuclear installations, air navigation or communication systems, air traffic control systems, or arms control systems, where an error could cause death, physical damage, or serious environmental damage.

## **1.7. BTP's obligations**

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In relation to the provision of the qualified electronic time stamping service, BTP undertakes to:

- a) Issue, deliver and administer qualified seals, in accordance with the instructions provided by the subscriber, in the cases and for the reasons described in BTP's DPC.
- b) Execute the services with the appropriate technical and material means, and with personnel who meet the conditions of qualification and experience established in the DPC.
- c) Comply with the levels of quality of the service, in accordance with what is established in the DPC, in the technical, operational and security aspects.

## **1.8. Limited Warranties and Disclaimer of Warranties**

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### **1.8.1. BTP Warranty for Qualified Electronic Time Stamping Services**

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BTP guarantees the subscriber that the timestamps comply with all the material requirements set out in the DPC.

BTP warrants to the third party relying on the qualified electronic time stamp that the information contained or incorporated by reference in the seal is correct, except where otherwise stated.

Additionally, BTP guarantees the subscriber and the third party that relies on the time stamp the responsibility of the Certification Entity, with the limits that are established, without in any case BTP responding for fortuitous event and in case of force majeure.

### **1.8.2. Disclaimer of Warranty**

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BTP disclaims any warranty other than the above that is not legally enforceable.

## **1.9. Applicable agreements and DPC**

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### **1.9.1. Applicable agreements**

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The agreements applicable to the high electronic time qualified stamp are as follows:

- Certification services contract, which regulates the relationship between BTP and the company subscribing to qualified electronic time stamps.
- General Terms of Service incorporated in the disclosure text (PDS) of the TSU certificate.
- The conditions incorporated in the TSUDS-disclosure text of electronic time stamps.
- DPC, which regulate the issuance and use of qualified electronic timestamp certificates.

### **1.9.2. DPC**

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BTP's qualified electronic time stamping services are regulated technically and operationally by BTP's DPC, by its subsequent updates, as well as by supplementary documentation.

The CPD and operational documentation is amended periodically in the Register and is available on the website: <https://www.btponetec.es>.

## **1.10. Privacy Policy**

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See section 9.4 of the BTP CPD

## **1.11. Withdrawal Policy**

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BTP will not reimburse the cost of the sealing service in any case.

## **1.12. Applicable law, competent jurisdiction and regime of claims and disputes**

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Relations with BTP will be governed by Regulation (EU) 910/2014, by Spanish laws, and, specifically, by Law 6/2020, of November 11, regulating certain aspects of electronic trust services, as well as by applicable civil and commercial legislation.

The competent jurisdiction is that indicated in Law 1/2000, of January 7, on Civil Procedure.

In case of discrepancy between the parties, the parties will try the previous amicable resolution. To this end, the parties must send a communication to BTP by any means that leaves a record to the contact address indicated in point 1 of this document.

If the parties do not reach an agreement in this regard, any of them may submit the dispute to civil jurisdiction, subject to the Courts of BTP's registered office.

Further dispute resolution information is available at <https://www.btpnetec.es>.

## **1.13. Accreditations and quality seals**

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No stipulation.

## **1.14. Accreditations and compliance audits**

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BTP is included in the list of trusted providers (TSL) Spanish <https://sede.minetur.gob.es/prestadores/tsl/tsl.pdf>

It is also registered as a provider of qualified electronic trust services in the Ministry of Energy, Tourism and Digital Agenda:

<https://sedeaplicaciones.minetur.gob.es/Prestadores/>

In accordance with EU Regulation 910/2014, BTP will carry out compliance audits every 2 years.

### **1.15. Severability of Clauses, Survival, Entire Agreement and Notice**

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The clauses of this disclosure text are independent of each other, therefore, if any clause is considered invalid or unenforceable, the rest of the clauses of the PDS will continue to apply, unless expressly agreed otherwise by the parties.

The requirements contained in sections 9.6.1 (Obligations and Liability), 8 (Compliance Audit) and 9.3 (Confidentiality) of BTP's CPD shall survive termination of service.

This text contains the complete will and all agreements between the parties.

The parties notify each other of facts by sending an email to the following addresses:

- [info@btponetec.es](mailto:info@btponetec.es) by BTP.
- The e-mail address, indicated by the subscriber in the contract with BTP.