

Trusted Services Provider KIBS

Disclosure Statement

For Use of Qualified Certificates
for Electronic Signatures and Electronic Seals

Last modified: 06.07.2020, 1201-288/2 ([view archived versions](#))

Version History

Version	Date	Author	Purpose of changes
1.0	06.07.2020	Marin Piperkoski	Initial document

1. Overview

This document aims to provide the Subscriber and Relying Parties of Qualified Certificates with a quick recap concerning the information available in KIBS Certificate Practice Statement (CPS) for Use of Qualified Certificates and the Terms and Conditions.

This document does not substitute or replace the Terms and Conditions nor the CPS, just summarizes the key points for the benefit of Subscribers and Relying Parties. All documents are available at:

<https://www.kibstrust.com/repository>.

2. Contact Information

All inquiries and comments concerning the contents of stated documents can be directed to:

KIBS AD Skopje
Bul. "Kuzman Josifovski Pitu" 1, 5-th floor,
+389 2 5513 444, +389 2 3297 444
helpdesk@kibstrust.com
<https://www.kibstrust.com>
1000 Skopje, Republic of North Macedonia
(Mon-Fri 8.30 - 16.00 Central European Time)

3. Obligations of Subscriber

The certificate subscriber has the obligations set forth in the CPS and the Terms and Conditions. In particular, but not only, subscriber has the following obligations:

- Provide the CA with precise and true information in the certificate requests;
- Use the certificate only in the ways and for the purposes provided for in the CPS and according Terms and Conditions in effect;
- Protect and ensure the safety of the local QSCD or the authentication credentials in case of the remote QSCD.
- Not leave the local QSCD or the authentication credentials in case of the remote QSCD exposed and place it in a secure location.
- Treat the local QSCD or the authentication credentials in case of the remote QSCD as any object containing private data.
- In the event of confirmed compromise of any of their own private keys, immediately contact KIBS.

4. Revocation

A Subscriber requesting revocation shall send a request to KIBS by e-mail at helpdesk@kibstrust.com from his/her validated e-mail address or submit revocation form in person in RA/LRA. KIBS will initiate revocation of the certificate in timely manner.

5. Certificates types, validation procedures and usage

KIBS will issue all below types of Certificates on both local QSCD as well as remote QSCD.

- Qualified certificate to natural person for eSignature
- Qualified certificate to natural person associated with legal person for eSignature,
- Qualified certificate to legal person for eSeal,

Validation procedures comply with the latest version of KIBS's "RA Manual for Qualified certificates for electronic signature and electronic seal (103.01)".

Certificates shall be used as prescribed by the CPS and Terms and Conditions only. Any different usage is forbidden.

6. Certificate status checking obligations of Relying parties

Relying Parties shall check the status of Certificates on which they wish to rely. A way of checking the status is by consulting the most recent CRL from the Certification Authority that issued the Certificate on which the Relying Party wishes to rely.

Alternatively, Relying Parties may meet this requirement by checking Certificate status using the web-based repository (<https://e-shop.kibstrust.com/raforms/VerbaSearchCert.aspx>) or by using OCSP publicly accessible at <http://ocsp.kibstrust.com>. The URL of the OCSP service is also included in the certificate on the Authority Information Access (AIA) field in accordance with the Certificate Profile.

KIBS is obligated to publish the certificates it issues at its website: <https://e-shop.kibstrust.com/raforms/VerbaSearchCert.aspx>, in order for a third party to be able to search it. Subscriber must give consent for publishing.

7. Reliance Limits

Audit logs are retained on-site for no less than two (2) months. Physical or digital archive records regarding Certificate applications, registration information and requests or applications for suspension, termination of suspension and revocation are retained for at least ten (10) years after the expiry of the relevant Certificate.

8. Applicable Agreements, CP, CPS

Relevant agreements, policies and practice statements for use of Certificates are:

- DigiCert Certificate Policy
- KIBS Certification Practice Statement for Qualified Certificates for Electronic Signatures and Electronic Seals.
- Certificate and OCSP Profiles for Qualified Certificates for Electronic Signatures and Electronic Seals.

Current versions of all applicable documents are publicly available in the KIBS repository <https://www.kibstrust.com/repository>.

9. Privacy Policy

KIBS processes personal data in accordance to the applicable data protection legislation in force. For further details, please refer to KIBS Privacy Statement at <https://www.kibstrust.com/repository>.

10. Accessibility for persons with disabilities

Issuing Qualified Certificates for Electronic Signatures and Electronic Seals includes processes of online of Purchase Order and face-to-face identification in front of RA/LRA representative or online.

Submitting PO online is available for persons with disabilities if their workstations and used operating systems and application software is adjusted to their needs.

If fulfilling online PO is not possible, persons with disabilities can show up in premises of RA/LRA of KIBS. Reaching RA/LRA office of KIBS is with barrier free entrance. Information which LRA's and authorized third party entities can be visited with barrier free entrance is clearly shown on web site <https://www.kibstrust.com>. Additionally, KIBS offers on demand assistance service at home for preparation of PO and face-to-face recognition by KIBS officers or officers of authorized third party entities.

Also, PO can be prepared for persons with disabilities that reach RA, LRA or authorized third party entity offices from officers employed by KIBS, by LRA or by authorized third party entities. In this case person with disability it is good to be accompanied by persons that understand needs and have trust from disability person to speed up process of issuing certificate.

Usage of issued qualified certificates for persons with disabilities is dependable on how their workstations, operating systems and application software is adjusted to dear needs.

11. Refund Policy

KIBS makes efforts to secure the highest level of quality of its services. Nevertheless:

The Subscriber, within the period of five (5) days starting from the day of the certificate activation, may submit claims regarding the Certificate or local QSCD in cases of its invalid functionality, merely caused by factory fault, due to which the Certificate or local QSCD does not match its description, the intended purpose and usage which are declared and published by KIBS.

KIBS will not accept any claims for the Certificate's defects and damages caused by fault or actions undertaken by the Subscriber.

The Subscriber has the right to withdraw from the online prepared purchase order before activation of the Certificate. If the Subscriber does not show or submit proper documentation within thirty (30) days from his/her purchase order for Qualified Certificate for electronic signature or seal in/to RA/LRA of Trusted service provider, the purchase order will be automatically discarded from the system. In this case, if Subscriber has already paid for the Certificate for electronic signature or seal, KIBS will not refund payment, but will bind payment to a new procedure for purchasing a Certificate during the ongoing fiscal year. Transferring payment to another fiscal year is not allowed.

KIBS handles refund case-by-case. In rare cases KIBS may refund Subscriber. The exercise of this right shall be made in writing by Subscriber to KIBS by sending an e-mail to helpdesk@kibstrust.com.

12. Repository Licenses, Trust Marks and Audit

KIBS Trusted Services for Qualified Electronic Signatures and Qualified Electronic Seals are registered at the Register of Qualified Trust Service Providers of Ministry of Information Society and Administration.

The prerequisite requirement of this registration is in compliance with applicable regulations and standards. The Conformity Assessment Body is accredited in accordance with Regulation (EC) No 765/2008 as competent to carry out conformity assessment of the Qualified Trust Service Provider and qualified Trust Services it provides. Audit conclusions or certificates, which are based on audit results of the conformity assessment conducted pursuant to the eIDAS Regulation, corresponding legislation and standards are published on KIBS's website.

13. Limited warranty and Disclaimer, Limitation of liability

For warranty and liability limitations, please refer to the Terms and Conditions published on the KIBS website at: <https://www.kibstrust.com/repository>.

14. Applicable Law, Complaints, Dispute Resolution

Any disputes related to the Trust Services provided by KIBS shall be governed by the laws of the Republic of North Macedonia. The Subscriber must notify KIBS to the dispute of any claim or complaint not later than thirty (30) calendar days after the detection of the basis of the claim, unless otherwise provided by law.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may seek legal resolution. Competent court in Skopje shall have exclusive jurisdiction and venue for hearing and resolving any dispute.

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