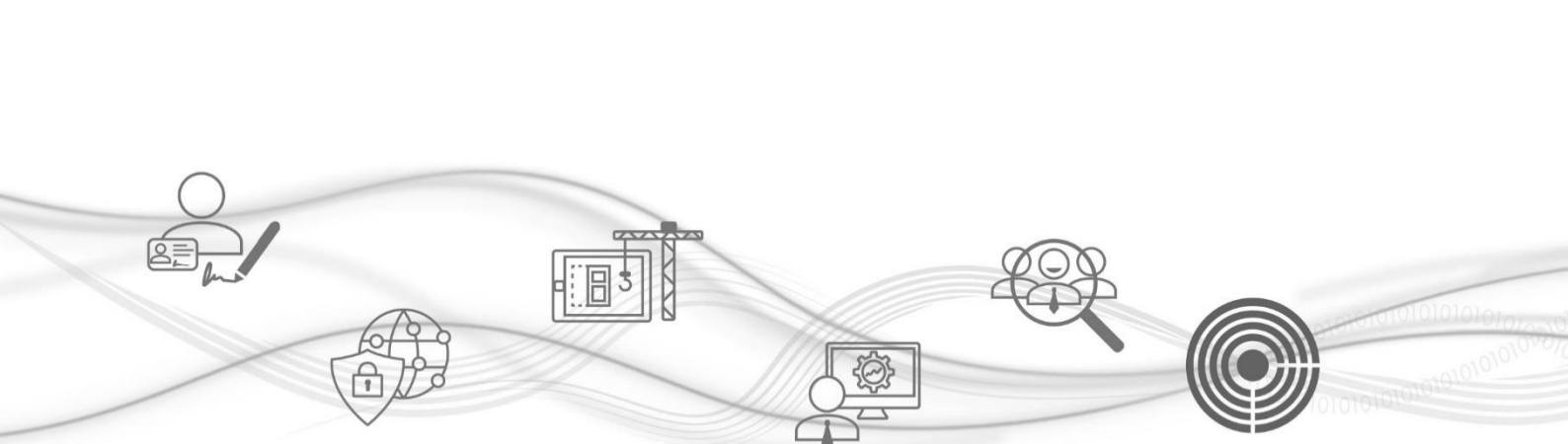




TSA Disclosure Statement - Namirial Certification Authority

Namirial Certification Authority



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Written by	Team Compliance	Privacy Note	Public	The Legal Representative
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Change history

Version	Modified parts	Description of changes	Date
1.0	Original	First issuance of the document with TSA service, separate from the PKI disclosure statement	11/05/2026



1. INFORMATIVE

Introduction

This **TSA Disclosure Statement** (hereinafter also referred to as the "**Disclosure Statement**"), prepared in accordance with the ETSI EN 319 421 standard, is an integral part of the *General Terms and Conditions of Contract*, the *Certified Policy & Certification Practice Statement for Certification and Time Stamping Services* (hereinafter "Operating Manual") of Namirial S.p.A. (hereinafter "Namirial") which operates as a Qualified Trust Service Provider (QTSP), within the framework of EU Regulation 910/2014 eIDAS and subsequent amendments introduced by EU Regulation 1183/2024 eIDAS2 with regard to the TSA operations described therein.

The qualified timestamping service is provided in compliance with RFC 3161 – Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP), as well as the ETSI EN 319 421 and ETSI EN 319 422 standards.

For all the terms and definitions used in this document, please refer to the Operational Manual of the service, available on the <https://namirial.com/it/documentazione> website, or to the definitions provided by the applicable legislation on the subject.

1.1 Document name and identification rules

This document is updated to the version resulting from the cover and the "Change History"

Namirial ensures constant verification and updating of the document that considers any possible and subsequent regulatory updates.

Namirial also undertakes to make this document known and available to interested parties by publication on its website, where it is always possible to consult the latest approved version.



2.1 Contact information

The qualified electronic time stamping services are provided by Namirial S.p.A. as a QTSP registered in the Italian list of Trust Service Providers (TSL) published by AgID.

The following are the company data of Namirial S.p.A. and related contacts:

Company name:	Namirial S.p.A.
Registered office:	Via Caduti sul Lavoro n. 4, 60019 Senigallia (AN) - Italy
VAT number:	IT02046570426
Phone:	+39 071 63494
Support:	https://servicedesk.namirial.com/hc/it
PEC:	amm.namirial@sicurezzapostale.it
Website:	https://www.namirial.com

2.2 Issuing time stamps

The timestamps described in this document are issued by Namirial S.p.A., identified by means of the data indicated above and according to the procedures indicated in the Certifier's Operating Manual.

2.3 Contact for revocation procedures

As a qualified trust service not strictly related to the identity of the individual user, the revocation of timestamp certificates is the sole responsibility of the QTSP, which will do so in the event of a key or system compromise.

You may request that your access credentials to the service be disabled to prevent unauthorised use by contacting Namirial.

2. TYPE AND USE OF QUALIFIED TIMESTAMPS

Namirial TSU certificates are issued in accordance with ETSI EN 319 422 standards and are hosted on the HSM dedicated to the timestamping service.

Electronic timestamps declared as qualified comply with the indications of Regulation (EU) 910/2014 eIDAS as amended by Regulation (EU) 2024/1183 (eIDAS)



2). The TSU certificate is issued in accordance with the policy stated in ETSI EN 319 422.

OID	Certificate Type
	Time stamping service
1.3.6.1.4.1.36203.2	CA TSA

The service provided by Namirial complies with the Best Practices Policy for Timestamp (BTSP) defined in the ETSI EN 319 421 standard, identified by the following OID:

Policy	OID
Policy for certificates associated with timestamp servers (used since January 2014). The policy identifies issues of timestamps that comply with the RFC 3161 standard, the eIDAS Regulation and the ETSI EN 319 401 standard and subsequent amendments.	1.3.6.1.4.1.36203.2.1.1
Policy for certificates associated with timestamp servers (used since January 2014). The policy identifies issues of timestamps that comply with the RFC 3161 standard, the eIDAS Regulation and the ETSI EN 319 401 standard and subsequent amendments.	1.3.6.1.4.1.36203.2.1.2

2.1 TSU certificate issuance

The TSU certificate request is performed by a system operator on behalf of Namirial. The operator generates a key pair within the HSM partition dedicated to the timestamping service and creates the certificate request (CSR) in PKCS#10 format. The issued certificate is associated with the key that was previously generated and installed on the HSM. The TSU private key is never exported from the HSM.



In accordance with the applicable regulations, timestamp keys are replaced after no more than 3 (three) months of use, regardless of the duration of their validity period and without revoking the corresponding certificate.

2.2 Timestamp content

Each timestamp issued by Namirial contains all the information required by current legislation, including:

- the serial number of the timestamp;
- the timestamp signature algorithm;
- the certificate identifier relating to the public key of the TSU;
- the date and time of the timestamp;
- the accuracy of the time source (the maximum value allowed is one second);
- the identifier of the hashing algorithm used to generate the fingerprint;
- the fingerprint value.

2.3 Certificate verification

To allow the verification of the status of the TSU certificates, Namirial provides both the Certificate Revocation List (CRL) and an OCSP service. The URLs of both services are included in the certificates in the CRLDistributionPoints and AuthorityInformationAccess extensions.

2.4 User community and applicability

The users of the service are the Applicants/Users (natural or legal persons) who have requested and subscribed to the services offered by Namirial. The electronic time stamping service provided by the Namirial TSA is a qualified trust service in compliance with the indications of the National Supervisory Body (AgID) and in compliance with current legislation.

3. USAGE LIMITS

The use of electronic timestamps is limited to Applicants (natural or legal persons) who have entered into agreements with Namirial for the provision of such services.

Any use other than that indicated in the Operating Manual is prohibited. The purpose of the service is to allow users to demonstrate the existence of an



electronic document at a certain date and time by affixing a time stamp to the document.

Electronic timestamps may not be used to violate any rights or laws or regulations.

3.1 Time accuracy

Namirial's Qualified Timestamping 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)".

Namirial has a trusted source of high-quality time that enables a high level of reliability of STRATUM 1, via NTP.

The accuracy of Namirial's Qualified Timestamp service is less than one second compared to UTC.

4. OBLIGATIONS OF THE PARTIES INVOLVED

4.1 Obligations of the Applicant

The Applicant undertakes to:

- to carry out requests for qualified electronic timestamps in accordance with the procedure and tools provided by Namirial, also in accordance with the provisions of the Operating Manual;
- follow the directions specified in the PDS of the Namirial TSU certificate;
- verify the electronic signatures contained in electronic timestamps, including the validity of the certificate used;
- use electronic timestamps within the limits and for the purposes described in this document and in the Operating Manual.

4.2 Verification obligations of Relying Parties

All those who rely on the information contained in the time stamps (Relying Parties), in compliance with the provisions of requirement OVE-6.6-01 of the ETSI EN 319 421 standard, are obliged to:



- verify that the timestamp has been correctly signed and that the private key used to sign the timestamp has not been compromised until the time of verification;
- verify the validity status of the certificate, i.e. whether it is revoked, using the current revocation status information;
- take into account any limitations on the use of the certificate;
- take any precautions as prescribed in the agreements or elsewhere.

4.3 Verification requirements for electronic signature corresponding to Qualified Timestamp

The verification can be performed automatically through the verification software made available by Namirial, NamirialSign, which allows the verification of the time stamps affixed to a digitally signed or unsigned document.

4.4 Verification effects

By virtue of the proper verification of electronic timestamp certificates, in accordance with this policy, the Relying Parties may rely on the information provided.

4.5 Permitted use and prohibited activities

The Relying Parties undertake not to use any type of information on the status of qualified electronic timestamps or of any other kind that has been provided by Namirial except in the context of the validation of the timestamp.

5. WARRANTY AND LIMITATIONS OF LIABILITY

5.1 Namirial S.p.A. guarantee for timestamping services

Namirial guarantees the service user that the timestamps comply with all the requirements set out in the Operating Manual.

Namirial warrants that the information contained or incorporated in the timestamp is correct.

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



- dispensing, transferring and administering qualified time stamps in accordance with the provisions of the Operating Manual, available on the <https://www.namirial.com/en/documentation/> ;
- provide services through adequate technical means and materials and with personnel who comply with the conditions of qualification and experience established in the Operating Manual;
- comply with the quality levels of the service, in accordance with the provisions of the Operating Manual relating to technical, operational and safety aspects.

5.2 Indemnity clause of Relying Parties

The person who verifies the timestamp undertakes to indemnify Namirial against all damages resulting from any act or omission that materializes in liability, damage, loss or a cost of any kind, including legal ones, which may be incurred by the use of the timestamp when one of the following causes occurs:

- failure to comply with obligations by the person who verifies the timestamp;
- failure to ascertain the status of a TSU certificate to determine that it has not been suspended or revoked;
- failure to comply with the measures prescribed in the Operating Manual.

5.3 Warranty exclusions

Except in the cases expressly mentioned in this document and in the Namirial Operating Manual, Namirial cannot be held liable, for any reason, towards users, for direct or indirect damage that may arise to them.

Under no circumstances will Namirial be liable for fortuitous circumstances or force majeure.



6. AGREEMENTS APPLICABLE TO THE OPERATING MANUAL

6.1 Applicable agreements

The agreements applicable to certificates are as follows:

- General terms and conditions for digital certification services, governing the relationship between Namirial and the Certificate Applicant/Holder, available on the <https://www.namirial.com/en/documentation/> ;
- General terms and conditions of service and information included in this document;
- Operating Manual governing the provision of certification services;
- any additional forms and/or contractual documentation expressly referred to in the above documents.

6.2 Operating Manual (CPS)

Namirial's trust services are technically and operationally regulated by the Certification Practice Statement, subsequent updates as well as complementary documentation.

The documentation is amended periodically and can be consulted on the <https://www.namirial.com/en/documentation/> .

6.3 Privacy Policy

Namirial complies with EU Regulation no. 679/2016 (GDPR) and the recommendations and provisions of the Italian Data Protection Authority.

Namirial may not disclose nor may it be obliged to disclose confidential information unless a specific request comes from the data subject or from a judicial, administrative or any other type of warrant provided for by current legislation.

All records related to Qualified Certificates issued by Namirial S.p.A. (e.g., proof of identity of Applicants, requests for issuance, acceptance of General Conditions, revocation requests, etc.) are kept by Namirial S.p.A. for 20 years.

For further information, please refer to the General Terms and Conditions of the service and the Information on the Processing of Personal Data available on the Certifier's website.



6.4 Refund Policy

For the Refund Policy, please refer to Namirial's General Terms and Conditions of Service, published on the <https://www.namirial.com/en/documentation/> .

6.5 Applicable legislation and jurisdiction

Relations with Namirial are governed exclusively by Italian law.

In the event of disagreement between the parties, they will attempt an amicable settlement. For the Jurisdiction, please refer to the Namirial Terms of Service published on the <https://www.namirial.com/en/documentation/> .

6.6 Trust Service Providers list and audit

Since 3 November 2010, Namirial S.p.A. has been accredited as Trust Service Provider (Certification Authority) registered in the public register of accredited CAs maintained by the Agency for Digital Italy (AgID).

Since 1 July 2016, Namirial S.p.A. has been a Qualified Trust Service Provider of certification and timestamping services pursuant to the eIDAS Regulation, registered in the Italian list of Trust Service Providers (TSL) published by AgID.

Namirial S.p.A.'s CA service is subject to conformity assessment every two years, according to the European standards ETSI EN 319 411-1 and ETSI EN 319 411-2, by a qualified and accredited Conformity Assessment Body, as required by the eIDAS Regulation.

Below is the link to consult the list of trust service providers active in Italy:

<https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-di-servizi-fiduciari-attivi-in-italia>.

6.7 Final provisions, full agreement and notifications

The provisions of this policy are independent of each other, which is why if any provision is held to be invalid or unenforceable, the remaining provisions will continue to apply.

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

Notices between the parties shall be made by sending notices to the addresses indicated herein and in the contract with Namirial.