

PKI Disclosure Statement

1 INTRODUCTION

This document is the PKI Disclosure Statement, as required by European standard ETSI EN 319 411-1, related to the certification service offered by the Trust Service Provider **Nexi Payments SpA**, an Italian company with VAT number **IT-04107060966** (in the following, just “Nexi Payments”).

In the following, the certification service is also called “CA service” (Certification Authority). The 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” is referred by “eIDAS Regulation”.

This document does not substitute or replace the Terms and Conditions of the CA service nor the Certification Practice Statement (CPS) published on the CA website (see further on).

2 CA CONTACT INFORMATION

The CA can be contacted at the following address:

Servizio di Certificazione

Nexi Payments SpA

Corso Sempione 55 • 20149 Milano • Italia

Web Site Nexi: <https://www.nexi.it>

Web Site CA NEXI: <https://ca.nexi.it>

Info mail: info@ca.nexi.it

Info PEC: canexi@pec.it

Milano

Tel. +39 02 3488.1 (Centralino - No Servizio Clienti)

Fax +39 02 3488.4180

For any queries regarding this PKI Disclosure Statement or other documents of the Nexi Payments CA service, please send email to info@ca.nexi.it

To request certificate revocation please contact Nexi Payments Call Center according to the following:

A) Call free nr. **800 950 046** and an automatic IVR is available that invites you to choose from three different options:

- 1, To get assistance on Sitrad service;
- 2, To get in touch with WebRA Operators;
- 3, To get assistance on Dematerialization Contracts' service

B) Send an e-mail to: customercare.banche@nexi.it

For further information, refer to the CPS published on the CA website <https://ca.nexi.it>

Note:

As regards certificates subscribed by website or via mobile or by means of a third party, the subscriber should contact the issuer that will arrange the necessary procedures, according to the terms agreed with Nexi Payments, in order to carry out the certificate revocation requested. Alternatively, certificate revocation may be requested on the CA NEXI Website. For further information please refer to the CPS on the CA NEXI Website.

3 CERTIFICATE TYPES, VALIDATION PROCEDURES AND USAGE

Nexi Payments issues **qualified certificates** according to European standard ETSI EN 319 411 and other related standards. Certificates are offered to:

- Credit institutions (typically banks) and their clients
- Private companies
- Public entities

at the conditions published on the CA NEXI website.

All certificates are signed with hashing function SHA-256. For further information on the supported certificate policies (e.g. their respective OIDs and other features) see the documentation published on the CA website at

<https://ca.nexi.it/portal/uapub/xwiki/sectionElements?section=Manuali%20Operativi%20-%20Modulistica%20e%20Policy&lang=it>

The certificates of Nexi Payments' issuing CAs are published on the CA website and on the website of AgID (Agenzia per l'Italia Digitale) at www.agid.gov.it (see the List of Trust Service Providers).

To allow validation of certificates, the CA makes available both the Certificate Revocations List (CRL) and an on-line status checking service based on the OCSP standard. The URLs of both are included in all certificates, respectively in the CRLDistributionPoints and AuthorityInformationAccess extensions.

4 RELIANCE LIMITS

Certificates are issued for advanced and qualified electronic signatures and electronic seals.

Limitations on the use of certificates may be specified within certificates themselves, in the UserNotice attribute of the CertificatePolicies extension.

Limitations on the value of transactions in which the certificate can be used may be specified in certificates, within the qCStatements certificate extension, by means of the QcEuLimitValue item.

All records pertaining to the life-cycle of certificates, as well as all the CA service audit logs, are retained by NEXI Payments for 20 years.

5 OBLIGATIONS OF SUBSCRIBERS

The certificate subscriber must:

- provide complete, accurate and truthful information to the CA at the time of certificate request;
- use its private keys only for the purposes and in the ways allowed by the CPS;
- adopt suitable measures to prevent any non-authorized use of its private keys;
- **for certificates that require use of a signature device**, if it generates its private key by itself, generate it within a signature device approved by the CA;
- up to the date of certificate expiration, promptly inform the CA in the following cases:
 - its signature device gets lost, is stolen or gets damaged;
 - it has lost the exclusive control of its private key, e.g. because of compromise of the activation data (e.g. PIN) of its signature device;
 - some information contained in its certificate is inaccurate or no longer valid;
- in the case of compromise of its private key (e.g. because the PIN of its signature device gets lost or disclosed to non-authorized people), immediately cease any use of such private key and make sure that it will no longer be used.

For further information, please refer to the CPS.

6 CERTIFICATE STATUS CHECKING OBLIGATIONS OF RELYING PARTIES

All those who rely on the information contained in certificates (in short, "Relying Parties") must verify that certificates are not suspended or revoked. Such verification can be performed by consulting the list of revoked certificates (CRL) published by the CA or by querying the OCSP service provided by the CA, at the addresses (URLs) contained in certificate themselves.

7 LIMITED WARRANTY AND DISCLAIMER/LIMITATION OF LIABILITY

For warranty and liability limitations, please refer to the Terms and Conditions of the Qualified CA service published on the CA NEXI website at

<https://ca.nexi.it/portal/uapub/xwiki/sectionElements?section=Manuali%20Operativi%20-%20Modulistica%20e%20Policy&lang=it>

8 APPLICABLE AGREEMENTS, CPS, CP

The agreements and conditions applying to the CA service are found in the following documents, published on the Nexi website at <https://ca.Nexi.it/Info/cmsContent?cmsRef=Nexi/Info/Manuali>:

- Certification Practice Statement (CPS) of the Qualified CA service
- General Terms and Conditions of the Qualified CA service

The supported Certificate Policies (CP) are described in the CPS; see also section 3 above.

9 PRIVACY POLICY

Nexi Payments complies with Italian law on privacy (D.Lgs. 196/2003), with EU Regulation No. 679/2016, and with the recommendations and provisions of the Italian Data Protection Authority. For further information, refer to the general Terms and Conditions of the Qualified CA Service published on the Nexi website at

<https://ca.nexi.it/portal/uapub/xwiki/sectionElements?section=Manuali%20Operativi%20-%20Modulistica%20e%20Policy&lang=it>

All records relating to qualified certificates issued by Nexi Payments (e.g. evidence of the identity of subscribers; certificate issuance requests, including acceptance of the Terms and Conditions; certificate revocation requests; etc.) are retained by Nexi Payments for 20 years.

10 REFUND POLICY

For the refund policy, please refer to the general Terms and Conditions of the Qualified CA service published on the CA NEXI website at

<https://ca.nexi.it/portal/uapub/xwiki/sectionElements?section=Manuali%20Operativi%20-%20Modulistica%20e%20Policy&lang=it>

11 APPLICABLE LAWS, COMPLAINTS AND DISPUTE RESOLUTION

The CA service provided by Nexi Payments is subject to Italian and European law. The applicability, execution, interpretation and validity of the CPS are governed by Italian law and by directly applicable European laws, irrespective of the contract or other choice of legal provisions and without the need to establish a commercial contact point in Italy. This choice is intended to ensure uniformity of procedures and interpretations for all users, regardless of where they reside or use the service.

For all legal disputes related to the Nexi Payments CA service, where Nexi Payments is plaintiff or defendant, the Court of Milano shall have exclusive jurisdiction, with the exclusion of any other court and excluding any hypothesis wherein the law provides for the competence of Consumer's court.

12 TSP AND REPOSITORY LICENSES, TRUST MARKS, AND AUDIT

Since December 17 2012, Nexi Payments is a Certification Service Provided (Certification Authority) enlisted in the public registry of accredited CAs maintained by Agenzia per l'Italia Digitale (AgID).

Nexi Payments CA service is subject to conformity assessment every two years, according to European norms ETSI EN 319 411-1 and ETSI 319 411-2, by an independent, qualified and accredited auditor, as required by the eIDAS Regulation.