Number: **PO-04**	**POLITICS**		
Title: **NFQES CA Certification Policy - AdES**			
Previous no.:	Release Date: 6.12.2022 Effective Date: 6.12.2022	Date of current revision: 6.12.2022 Effective Date of Revision: 6.12.2022	Registr. sign and time limit:

	First and Last Name: Department/function	**Signature of Approver:**	**Date:**
Created by:	Ing. Martin Berzák Security Manager		6.12.2022
Approved:	Ing. Eduard Baraniak CEO		6.12.2022

NFQES CA Certification Policy - AdES

Version: **1.0**

Effective date: 6.12.2022

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1. INTRODUCTION

The Certification Policy for Advanced (*also known as Guaranteed or Enhanced*) Electronic Signature/Seal of the NFQES Certification Authority (hereinafter referred to as "CP") is a document describing the general rules, regulations, binding procedures, methodology and responsibilities applied by brainit.sk s.r.o., 52577465 registered in the Commercial Register of the District Court of Žilina, Section Sro, Insert No. 72902/L (hereinafter referred to as the "Provider") in the creation and management of qualified certificates for advanced electronic signatures/seals, the types of certification services applicable to these certificates, as well as the scope of their use for a given Certification Authority (hereinafter referred to as the "CA").

When issuing a qualified certificate for advanced electronic signature/seal from brainit.sk s. r. o., procedures are in place to ensure a high level of reliability and security of verified information identifying customers. Procedures are in place to ensure reliability and security when issuing, publishing and managing (renewal, termination, invalidation) qualified certificates, signatures, private key storage and use in applications.

The aims and objectives of the "Qualified Certificate Policy for Advanced Electronic Signature/Seal" is an important document especially for customers (signatories) and relying parties in terms of the feasibility of these services.

The relationship between brainit.sk and the customer is governed by the Qualified Certification Services Agreement. The prices of certificates and services for issuing and managing qualified certificates are specified in the price list of brainit.sk, available on the website.

The CP is a binding document that serves as a standard of practices, procedures and principles that must be followed by all parties involved in the provision of services.

The provider's website is at https://nfqes.sk

In the event of a difference between the Slovak and English versions of the Certification Policies and Certification Policy Statements, the provisions set out in the Slovak version shall apply.

1.1 Overview

The CP document applies to qualified certificates issued by brainit.sk pursuant to Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/EC. The CP complies with the applicable legislation of the Slovak Republic. The document is structured in accordance with the framework defined in RFC 3647 "Internet X.509 Public Key Infrastructure Certificate Policy and Certification Practices Framework". The CP is used for products and services provided by the Provider and for the management of certificates according to the X.509 standard in the implementation of the Public Key Infrastructure (hereinafter "PKI").

Issuing qualified certificates for advanced electronic signatures/seals is associated with:

- **Issuing a qualified certificate to a natural person (Signatory) - Advanced Certificate for Advanced Electronic Signature**

- **Issuing a qualified certificate to a legal entity (Seal Creator) - Advanced Certificate for Advanced Electronic Seal**

Provider's certification authorities for the provision of qualified trust services:

Provider's Certification Authority	Certificate serial number	Publisher
CA NFQES	01	self-signed

CP applies equally to all certificates issued for the Provider's needs, namely:

- Certification Authority Certificate
- Certificate to validate the existence and validity of the certificate (OCSP)

1.2 Title and identification of the document

Document version: 1.0

Effective date: 6.12.2022

The CP document for an NFQES Advanced Electronic Signature/Seal is identified by an object identifier that relying parties can use to determine its applicability to an application as described in IETF Recommendation RFC 3647, Section 3.3. The CP is defined by OID 1.3.158. 52577465 .0.0.0.1.3.2, where the individual components of the OID have the following meaning:

- **1** ISO
- **3** ISO Identified Organization
- **158** Slovakia
- 52577465unique identifier of the company brainit.sk s.r.o. (ID No.)
- **0.0.0.1** CA NFQES
- **3** Document "NFQES CA Certification Policy - AdES"
- **2** major version of the document

Brainit.sk ensures that it does not change the object identifier of this document, as well as the object identifiers of policies, procedures and other guidance documents. If there is an extension or update to a policy that does not affect previously issued certificates, brainit.sk will update a new object identifier that covers the new certificates or the extended/updated certificates. brainit.sk follows an internal OID management procedure.

History of change:

View Full Version	Date	Description of the revision
1.0	6.12.2022	First approved version of the document

1.3 Infrastructure participants

This chapter describes the identity or types of entities that perform the roles of participants within the PKI.

Brainit.sk as a qualified provider of qualified certification services provides services for the generation and management (suspension, renewal and termination) of qualified certificates through the authentication authority "NFQES CA" and services for the identification and authentication of Customers through the registration authority.

Other participants in the brainit.sk infrastructure are Customers and relying parties.

1.3.1 Certification authorities

Certification Authority:

- is an entity that provides qualified certificates for advanced electronic signatures/seals that are managed under this CP
- is part of the hierarchical PKI structure in the issued qualified certificates (KC issuer)

The Provider's certification authorities are:

- CA NFQES (serial number: 01), which issues qualified certificates to users and is not part of any hierarchical PKI structure (Self-signed certificate).

1.3.2 Registration authorities

A Registration Authority (hereinafter referred to as "RA") is an entity that acts on behalf of the Provider, performing selected activities in the provision of the Provider's trust services in accordance with this CP as amended from time to time.

The Provider has established an internal RA, which is intended for all Customers interested in qualified certificates for advanced electronic signatures/seals. This RA is not a separate legal entity.

RA carries out the following activities:

- Receive applications for qualified certificates, approve or reject these applications in accordance with internal approval rules
- Verifies the identity of persons applying for certificates
- Verifies that the issued certificate is handed over to the Customer
- Terminates qualified certificates based on termination rules

1.3.3 Users of

Any natural or legal person who has a written contract with the Provider is a Customer of the qualified certification service provided by the Provider, while the Customer also pays for the services in question.

The holder of a KC is the person named in the KC. The Certificate Holder may be one person - the Customer, or two different persons in case the Customer is an employer but the Certificate Holder is an employee. The Certificate Holder in case it is an electronic signature is the signer.

The holder of the KC may be:

- the natural person (signatory) who creates the advanced electronic signature
- a natural person (signatory) who is an authorised representative of a legal person and who executes an advanced electronic signature
- a natural person identified in connection with a legal person
- a legal entity, which may be an organisation or a unit or department thereof
- a legal entity that creates an advanced electronic seal

If the Customer is a natural person and only his/her name and surname are indicated as the subject, the Customer and the Holder of the KC are the same natural person, i.e. in the event of non-fulfilment of the obligations imposed on both the Customer and the Holder, this natural person is directly liable.

When the Customer acts on behalf of one or more Holders with which it is connected (e.g. the Customer is a legal entity requesting the issuance of KC for its employees), the different responsibilities of the Customer and the Holder are defined in the document "General Terms and Conditions for the Provision and Use of the Trusted Certificate Issuance and Verification Service" (hereinafter referred to as "General Terms and Conditions") published on the Provider's website.

https://zone.nfqes.sk/nfqes/Politics

The conditions to be fulfilled by the KC Holder and the Customer are defined in this CP.

The relationship between the Customer and the Holder may be as follows:

When applying for a KC of a natural person (Holder), the Customer is

- the natural person himself,

When applying for a KC for a legal entity, the Customer is

- the statutory body of the legal person applying on behalf of its subsidiaries or units or divisions.

1.3.4 Relying parties

Relying Parties are natural or legal persons who accept the KC issued by the Provider's infrastructure and rely on the Provider's trust service procedures in their actions.

1.3.5 Other participants

The Provider reserves the right, if necessary, to enter into contracts with external parties for the provision of certain certification services.

Policy Management Authority

The Policy Management Authority (PMA) is a component of the Provider established for the purpose of:

- overseeing the creation and updating of CPs, including the evaluation of changes and plans for implementing any changes adopted,
- Review audit results to determine whether the Provider is responsibly complying with the provisions of the issued CPS,
- guidance and management of the Provider's activities as well as the Registration Authorities (hereinafter referred to as "RAs"),
- interpretation of the provisions issued by the CPS and its instructions to the Provider and the RA,
- review of the CPS to ensure that the Provider's practice complies with the relevant CP,
- making recommendations to the Provider regarding corrective and other appropriate action,
- the performance of the function of internal auditor, entrusting this activity to an independent employee.

The PMA represents the top level decision maker in all matters and aspects relating to the Provider and its activities.

Other service providers

Other service providers include:

- OCSP responder Provider that provides KC validation services.

1.4 Use of the certificate

A KC made for a natural person where the private key is located in the QSCD (policy identifier 1.3.158.36061701.0.0.0.0.1.2.2 [QCP-n-qscd]) is made for the purpose of supporting a qualified electronic signature within the meaning of Article 3(12) of the eIDAS Regulation.

A KC made for a legal person where the private key is located in the QSCD (policy identifier 1.3.158.36061701.0.0.0.0.1.2.2 [QCP-l-qscd]) is made for the purpose of supporting a qualified electronic seal within the meaning of Article 3(27) of the eIDAS Regulation.

1.4.1 Appropriate use of the certificate

A qualified certificate of a natural/legal person or an authorized representative of a legal person indicated in the certificate as a Signatory can be used to create an advanced electronic signature/seal in electronic documents and attachments/transactions that require a high level of information security.

1.4.2 Prohibited use of the certificate

Provider Qualified Certificates should not be used in a manner inconsistent with their stated purpose and scope/purposes. Qualified Certificates issued in accordance with this policy shall not be used for illegal purposes.

1.5 Policy administration

The provider is responsible for the management of this policy.

Each version of the Policy shall remain in force until a new version is approved and published. Each new version is developed by the Provider's staff and is published after approval by the Provider's CEO. Customers are only required to adhere to the version of the Policy in effect at the time they use the Provider's services.

1.5.1 Information about the provider and contact details

Name: brainit.sk, s. r. o.
Headquarters: Veľký Diel 3323, 010 08 Žilina
ID: 52577465
VAT NUMBER: 2121068763
VAT NUMBER: SK2121068763
Register: the Commercial Register of the District Court of Žilina, section Sro, insert number 72902/L
Contact:
Mobile: +421 918 022 030
E-mail: info@brainit.sk
Provider's website: https://nfqes.sk/
Trust Services website: https://zone.nfqes.sk/
Supervisory authority:
Contact for Certificate cancellation request:
Mobile: +421 918 022 030
E-mail: info@nfqes.sk

1.5.2 Contact person

For the purpose of policy development, the Provider has established a Policy Management Authority (PMA) (see point 1.3.5), which is fully responsible for its content and which is ready to answer all questions concerning the Provider's policies.

Certification Authority CA NFQES:

Address Veľký Diel 3323, 010 08 Žilina

Email: ca@nfqes.sk

Phone: +421 905 320 821

Website: https://nfqes.sk

To report incidents: infra@nfqes.sk

1.5.3 The person who determines the suitability of the CPS for the certification policy

The person responsible for deciding whether the Provider's procedures set out in the CA CPS or CA CPS comply with this Policy is the PMA (see clause 1.3.5).

CP and CPS cover the same set of topics to serve users and relying parties, in order to provide a secure and reliable KC application for advanced electronic signature/seal issued by brainit.sk

The main difference between the two documents is the focus of their provisions and their intended purpose. The CP examines the requirements for the implementation of the necessary standards and infrastructure. In addition, the CP identifies the participants in certification services activities. The CPS, on the other hand, describes how CAs and other infrastructure participants apply procedures and controls to meet the requirements of the CP. In other words, the purpose of both documents is to provide uniform rules and procedures for how brainit.sk infrastructure participants fulfill their duties and responsibilities.

1.5.4 CPS approval procedures

The provider should have its CP and CPS approved prior to commencement of operations and must meet all its requirements. The content of the CP and CPS shall be approved by the person appointed to the PMA role.

Once approved by the PMA, the relevant document is published in accordance with the Publication and Notification Policy.

The PMA is to communicate its decisions in such a way that this information is readily accessible to parties relying on the KC.

Each version of the CPS is valid until a new version is approved and published.

1.6 Definitions and abbreviations

1.6.1 Definitions

Certification - A certification service provider may be granted "qualified" status for a certain period of time in accordance with Regulation (EU) No 910/2014 following a successful compliance audit by accredited auditors**.**

Certificate:

- a qualified certificate for the provision of advanced electronic signatures
- any other certificate used for encryption, authentication or other purposes as defined in the Provider's Policy, which has been or is to be issued by the Provider to the Customer.

CRL - a list of Certificates cancelled before their expiry date.

Validation data - data that is used to verify the electronic signature/seal.

Validation - the process of verifying and confirming that an electronic signature or seal is valid.

Personal identification data - a set of data that makes it possible to establish the identity of a natural or legal person or a natural person representing a legal person.

Electronic signature creation data - unique data used by the signer to create an electronic signature.

Trust Services - qualified trust services for the issuance and verification of Certificates provided by the Provider in accordance with the eIDAS Regulation, the Act and the Provider's Policies. Trust Services may also be composed of other associated services in connection with Certificates.

These are mainly:

- Certificate Verification - providing information on the validity or revocation of Certificates - CRL, OCSP response,
- generation of key pairs,
- and more...

'Qualified trust service provider' means a trust service provider that provides one or more qualified trust services and has been granted the status of 'qualified' by a supervisory authority.

Advanced electronic signature - is a signature that is created by an application/system for making an advanced electronic signature and that is based on a qualified certificate for electronic signatures.

Advanced Electronic Seal - is a seal that is created by an Advanced Electronic Seal application/system and is based on a qualified certificate for an electronic seal.

Coordinated Universal Time (UTC) - the time to which time in different time zones is calculated. It uses International Atomic Time (TAI) as a basis.

The CPS - Statement of Policy for the Practice for the Provision of Qualified Certification Services is a document containing the rules for the issuance, suspension, revocation and invalidation of certificates, as well as the conditions for granting access to certificates.

Private key - a string of symbols used in an algorithm to convert information from readable to encrypted form or vice versa.

Public key - one of the key pairs used in asymmetric cryptography that is accessible and can be used to verify an electronic signature/seal.

Certificate Holder - the person named in the Certificate who is the holder of the private key associated with the public key to which the Certificate is issued.

Regulation eIDAS - Regulation 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.

OCSP Response - A response to an OCSP request that gives an indication of the validity of the Certificate at the specified time.

OCRA token - a hardware token that conforms to the RFC 6287 standard - OCRA: OATH Challenge-Response Algorithm

Provider Policy / Provider Policies -

- the policy of the trust service provider for issuing and verifying qualified certificates, which applies to qualified certificates issued by the Provider under the eIDAS Regulation;
- policy for the provision of trusted service for the issuance and verification of qualified certificates, covering other Certificates not listed in the above clause.

The Provider's policies are also all regulations and their updates issued by the Provider and published on its website.

Provider - the company brainit.sk, s. r. o. with the registered office at Veľký diel 3323, Žilina 010 08, ID No.: 52577465, registered in the Commercial Register of the District Court of Žilina, Section Sro, Insert No. 72902/L.

Acknowledgement - an acknowledgement of receipt of the Certificate by which the Certificate Holder acknowledges, among other things, receipt of the Certificates.

Workplace - the place where Certificates are issued. It is a place operated by the Provider - its registered office.

Relying Party - a natural or legal person who relies on the Provider's Trusted Services to act.

General Terms and Conditions or abbreviated as GTC - this document General Terms and Conditions for the provision and use of the trusted service of issuing and verifying certificates, always in their effective version.

Qualified device - a device for making an electronic signature/seal that meets the requirements set out in Annex II of the eIDAS Regulation.

Contract - Contract for the provision of trusted service of issuing certificates concluded between the Provider and the Customer, or any other contract between the Provider and the Customer, the subject of which is the provision of Trust Services.

Contract with CA - a contract concluded between the Provider and the Certificate Holder, regulating the rights and obligations of the contracting parties to the use of the Certificate.

Customer means a natural person or legal entity to whom the Provider provides Trust Services on the basis of the agreed Contract and also the person who pays for these services.

1.6.2 Abbreviations

QCP-l - Qualified Certificate Policy issued to a legal entity when the private key of the associated certificate is generated in a secure environment.

QCP-n - Qualified Certification Policy issued to an individual when the private key of the associated certificate is generated in a secure environment.

NCP+ - Enhanced standardised certification policy that includes additional requirements for qualified certificates in accordance with Regulation (EU) No 910/2014.

CA - Certification Authority

CN - Common Name

CP - Certificate Policy

CPS - Certification Policy/Practice Statement

CRL - Certificate Revocation List (**CRL**)

HSM - Hardware Security Module

LDAP - Lightweight Directory Access Protocol

PKI - Public Key Infrastructure

RA - Registration authority

SHA - hash algorithm for hash identifier extraction (Secure Hash Algorithm)

SSL - Secure Socket Layer (SSL)

SMIME - Secure Multipurpose Internet Mail Extensions (**SMIME**)

2. DISCLOSURE AND RESPONSIBILITY FOR DATA STORAGE

2.1 Repositories

A repository that holds current and prior versions of electronic documents and is located so as to be accessible to KC Holders and Co-Borrowers and in compliance with overall security requirements.

The Provider manages and controls the company's website, which acts as the Provider's repository. The exact URL address is given in chapter 1. The Provider's website publishes all up-to-date versions of electronic documents and provides stakeholders with secure and continuous access to these documents. The Provider's website is publicly accessible via the Internet to KC Holders, Counterparties and the public at large.

The publicly available information on the Provider's website is of a controlled access nature.

2.2 Disclosure of certification authority information

The Provider must publish, in an online mode, a repository that is accessible to Customers, KC Holders and Relying Parties that will contain, at a minimum, the following information:

- the current CRL as well as all CRLs issued since the start of the KC drawing activity,
- Provider's own CA certificates, which belong to its public keys, whose corresponding private key is used for signing the executed KCs and CRLs.

The Provider must publish this CP as well as other documents related to the provision of trust services under this CP in an online mode via its website.

2.3 Time and frequency of publication

A list of revoked certificates (CRLs) shall be published as specified in Chapter 4.9.7. Information about the revoked CRL shall be available on the Provider's website (see Chapter 1), which serves as its repository.

CPs and CPSs, or revisions thereto, must be published as soon as possible after their approval and issue.

All other information to be published on the repository must be published as soon as possible.

2.4 Access controls to repositories

The provider must protect any information stored in the repository that is not intended for public dissemination. The provider must make every effort to ensure the confidentiality, integrity and availability of the data resulting from the trust services provided. It must also take logical and security measures to prevent unauthorised access to the repository by persons who could in any way damage, alter, add to or delete the data stored in the repository.

brainit.sk offers access to the information stored on the repository, providing HTTP/HTTPS and OSCP-based access.

3. Identification, authentication and name verification

This chapter presents the general rules for user authentication that brainit.sk applies when issuing KCs. The rules are based on certain types of information that are included in the certificates. The exact procedures for checking and entering names are described in the CPS document of this CP.

3.1 Names, Names, Naming

The requirements for names/names for the certificate are defined in ITU-T Recommendation X.509 or IETF RFC 5280 and ETSI EN 319 412. Names may be consistent with the Domain Name System (DNS) service described in RFC 2247. The RA verifies and ensures that the names in the certificate request are compliant with the X.509 standard.

The "Subject" field on the certificate contains the name of the Signer/Creator(Author. The name and other distinguishing features of the Signer/Creator in the corresponding fields for each type of certificate are consistent with the DN, which is formed according to the X.500 and X.520 standards.

Detailed specification of the certificates issued by brainit.sk is provided in other sections of this document as well as in the CPS document of this CP.

3.1.1 Types of names

Each CA shall be able to generate certificates that contain distinguished names in the sense of X.500 (X.500 Distinguished Name, hereafter referred to as "Distinguished Name") [10], specifically in accordance with X.501 [11] and X.520 [12], respectively, and also names in the sense of RFC 5322 Internet Message Format [13].

Requirements for the names of issued certificates are specified in ITU-T Recommendation X.509 or IETF RFC 5280 and ETSI EN 319 412. The names may be in accordance with the Domain Name System (DNS) service described in RFC 2247. This method allows subscribers to use two types of names: DN and DNS.

Customers must choose the distinguished name to be included in their KC.

3.1.2 The Need for Meaningful Names

The term "meaningfulness" means that the form of the name takes a commonly used form to establish the identity of the Holder (natural person, legal entity, public authority)

The names used must reliably identify the persons to whom they are assigned. In some cases, accented characters are not used in the content of the KC and are replaced by equivalent characters from the ASCII character table (e.g., á is replaced by a; č is replaced by c, etc.). Such a case may be requested by the customer when the device on which the KC is to be used is a dedicated HW that cannot be replaced (or is unprofitable for the customer) and does not support the UTF-8 character set.

3.1.3 Anonymity or pseudo-anonymity of subscribers

The Provider does not support the issuance of a KC with a pseudonym and the Provider may not issue a KC to an anonymous Holder.

3.1.4 Rules for interpreting different forms of names

The interpretation of the various forms of names in the KCs produced by the Provider shall be in accordance with the KC profiles described in Chapter 7 of this CP.

3.1.5 Uniqueness of names

The Provider is responsible for the unambiguity of names throughout the KC Holder community.

3.1.6 Recognition, authentication and the role of trademarks

The Provider does not guarantee to any entity that its name in the KC will contain its trademark, even at its express request.

Only trademarks whose ownership or lease has been satisfactorily documented by the Customer may be used in the KC. No other authentication of the Provider's trademarks shall be performed.

The Provider shall not knowingly issue a KC containing a name that has been determined by a court of competent jurisdiction to infringe the trademark of another. The Provider has no obligation to investigate trademarks or to resolve trademark disputes.

3.2 Initial verification of identity

The initial registration of the Customer takes place when the Customer first sends the registration request to brainit.sk

Registration includes procedures that allow for the collection of data on his identity as well as his identification before issuing a certificate. This data verification requires physical presence in front of an employee of brainit.sk or its RA, notary public or other authorized person confirming his/her identity. This procedure can be carried out remotely and, if possible, automatically, using a remote identification system that meets the requirements of Regulation (EU) No 910/2014.

The customer is obliged to submit/supply all the necessary data for unambiguous identification and verification of his/her identity:

- Names
- Proof of identity - ID card, international passport or other proof of identity
- National identification number (*if any*)
- Contact details - mobile phone, email and address

Upon successful verification of the Customer's identity, the Operator's authorizations in RA:

- Offers a contract for qualified certification services signed on behalf of the Provider and retains all documents submitted with the contract
- Acknowledge the certificate request and send the electronic certificate request
- Records the issued certificate on a secure signature creation device and sends it to the Customer or authorized person

In case the Customer uses the remote identification option, he/she shall request the remote service by submitting his/her identity document and its data, as well as mobile number and e-mail. In this case, the Customer declares the conclusion of the contract and the issuance of a qualified certificate for advanced electronic signature and immediate signing of the contract with the Provider. A registration profile is maintained for each person in the Provider's systems.

This section contains a description of the identification and authentication procedures related to each entity (Customer, Holder, CA, RA or other Participant).

In the event that an emergency situation is declared within the Slovak Republic within the meaning of Act No. 42/1994 Coll. on Civil Protection of the Population, the PMA may decide to modify the method of issuing qualified certificates stored in the QSCD and the associated generation of cryptographic keys and verification of the identity of individual entities, which will differ from the procedures described herein. The modified procedure, which will be adapted to the conditions of the emergency and thus cannot be further specified, must be elaborated in written form, must be approved by the PMA, must be assessed by the conformity assessment body and must not contradict Regulation (EU) No 910/2014 and national legislation and may only be used for the duration of the emergency. After the end of the emergency situation, the procedures set out here must be followed.

3.2.1 Method of proving ownership of the private key

To issue or renew a certificate, brainit.sk will receive an electronic application in PKCS#10 format. The specification of this certificate request format requires the request to be signed by a Signer/Creator who owns the private key. Brainit.sk verifies the validity of the electronic signature/seal accompanying the request. Demonstrating the validity of the affixed electronic signature/seal is sufficient reason to assume that the Signer/Creator has submitted an electronic application and possesses a private key that is technically appropriate and corresponds to the public key specified in the application.

The key pair for which the KC for the electronic signature for the advanced electronic signature or the KC for the electronic seal for the advanced electronic seal must be generated directly in the device for the electronic signature or seal that meets the requirements set out in Annex II of the eIDAS Regulation [3] (hereinafter referred to as the "QSCD").

All KC requests for site authentication where the key pair is not stored in a QSCD must be in PKCS#10 format, which means that the KC request will be signed with the private key belonging to the public key contained in that KC request.

In the case of a request for the issuance of a KC electronic signature/seal at a distance, brainit.sk will provide the Signatory/Creator with a remote service by generating a key pair in a hardware encryption module that meets the requirements of a secure signature creation device.

In no event shall any component of the Provider archive any private keys belonging to the Holder of a KC issued by the Provider. The only exception is private keys managed by the Provider for third parties in the framework of the provision of the data management service for the execution of an electronic signature or electronic seal on behalf of the signatory (issuer) (see Annex II of the eIDAS Regulation).

3.2.2 Legal entity identity authentication

Verification of the identity of the legal entity (Creator) can be done at the RA headquarters or remotely, by signing the application for issuance through the certificates for qualified electronic signature of all managing directors, which are stored in the electronic ID card with chip (eID), issued in accordance with point a) or b) of Article 24 of the eIDAS Regulation. The list of directors is obtained from the electronic extract from the Commercial Register applicable for legal transactions, which must be provided by the Customer through the slovensko.sk portal. Subsequently, all signatures are validated, which verifies the validity of signatures, validity and authenticity of data and validity of identification documents.

Legal entities that cannot be subject to automated verification should submit:

- a judgment or other document certifying that the PO has been established,
- a document confirming their good condition,
- a unique national identifier.

The RA employee then checks whether the data provided in the AdES signatures and in the certified electronic extract from the Commercial Register match the data provided in the zone.nfqes.sk application and in the application for the certificate.

If the certificates are valid, the electronic extract from the commercial register is valid and the data in the Application, the certificate application, the extract from the commercial register and the data in the AdES signature match, the PO is considered to be authenticated.

For the issuance of a qualified certificate to an FO who is authorized by a legal person, the authorized representative shall appear before the RA. Verification of the information contained in the documents submitted shall be carried out by:

- Certification 'true to the original' with a handwritten signature on the documents in front of the RA staff member in case of personal transfer of documents
- Notarisation of documents sent by post to the RA
- Signing of attached electronic document formats with a valid certificate for qualified electronic signature/seal
- Check and confirm using a dedicated app

Verification of the identity of the legal entity shall be used to demonstrate that the legal entity exists when the application is examined and that the agent applying for the qualified certificate has the authority to apply for the issuance of the qualified certificate. The RA employee may verify the registration through all available public services in accordance with Slovak legislation.

When identifying persons applying for certificates in accordance with the requirements of PSD2, brainit.sk verifies the specific characteristics that the person provides and that must be included in the certificates to be issued, based on authentic information held by the national competent authority (e.g. public registry). If the competent authority has established rules for the verification of the relevant characteristics, brainit.sk complies with and applies them.

If the entity is a facility or system operated by or on behalf of a PO or other organizational entity identified in conjunction with a legal entity, it shall be verified against a duly authorized participant either directly, by the physical presence of the person, or shall be verified indirectly by means that provide equivalent assurance of physical presence.

3.2.3 Authentication of the identity of a natural person

Identification and verification of the identity of the natural person (Signatory) is carried out by the RA. Verification of the identity of the natural person may be carried out at the RA's registered office or remotely.

To identify and verify the identity of the FO, proof of identity is required. The FO requesting the issuance or administration of KC shall complete and submit documents to the Provider in accordance with the Provider's policy for issuance and administration of KC. Personal information may include mobile phone number, email address, residential address, etc.

Verification of the identity of the FO may be carried out by means of a certificate for a qualified electronic signature stored in an electronic ID card with a chip (eID), issued in accordance with point a) or b) of Article 24 of the eIDAS Regulation, whereby the FO signs and agrees to the general conditions and the FO signs the application for the issuance of the certificate.

In both cases (both at the RA headquarters and remotely), this qualified signature is validated, which verifies the validity of the signature, the validity and authenticity of the data and the validity of the identification documents.

The RA will then check that the data provided in the AdES signature matches the data provided in the zone.nfqes.sk application and in the certificate application.

If the certificate is valid and the data in the Application, the Certificate Request and the data in the AdES Signature match, the FO is considered authenticated.

The natural person confirms the authenticity of the data:

- Handwritten signature on documents in front of the RA staff member, in case of personal transfer of documents
- Notarisation of documents that are sent by mail RA
- Signing of attached electronic documents with a valid certificate for qualified electronic signature in accordance with Regulation (EU) No 910/2014

The Provider shall verify the authenticity of the information in the completed documents by any means permitted by law. The list of documents required for the FO for issuing and managing a qualified certificate is provided on the Provider's website.

3.2.4 Authenticate the identity of the device or with ythe system

The provider must also guarantee, even if the KC is made for the purpose of authenticating the website, that the identity of the website and its public key are linked accordingly.

For this reason, the KC of a web site must be formally assigned to an individual acting on behalf of a legal entity (organization) that has demonstrable control over the web site for which the KC is made. All the conditions in chapters 3.2.2 and 3.2.3 apply, plus the additional conditions set out in this chapter.

The natural person is obliged to provide the Provider with the following information:

- System/device public keys (contained in the KC application),
- identification of the system/device,

- the authorisation of the system/device and its attributes (if any to be specified in the CC),
- contact details so that the Provider can communicate with that person if necessary.

The provider must authenticate the correctness of any authorization (distinguished name item value) to be included in the KC and will verify the data submitted.

Methods for performing this data control and authentication include:

- verification of the identity of the natural person in accordance with the requirements of point 3.2.3,
- or verification of the identity of the legal entity to which the component belongs, in accordance with the requirements of point 3.2.2,
- verification of the eligibility of the use of the data to be included in the individual KC entries, with emphasis on the content of the commonName entry.
  Note: The typical value of this entry is the fully qualified domain name (FQDN).

In the case of the use of a domain name, it is a condition that the relevant second and higher level domain is under the control of the Customer requesting the issue of a KC for website authentication.

Verification that the Customer is the owner of the domain or has control over the domain whose FQDN is or will be listed in the Subject Alternative Name (SAN) item of the CN request must be done in one of the following ways:

- By sending a randomly generated value via email to the email address identified as the authorized contact for the domain in the registry of the authorized registrar for the domain (e.g. for the .sk domain it is whois.sk-nic.sk). The randomly generated value must be sent along with the confirmation of the TLS/SSL certificate request eligibility in a return email message from the email address to which it was sent. The random value shall be unique for each email message sent. If the validation of the eligibility to use the FQDN is successful in this way, the Provider may issue other TLS/SSL certificates that end with the same FQDN. This method can also be used to validate a request to issue a wildcard KC for website authentication.
- By telephone, by calling the number identified as the authorized contact for the domain in the registry of the authorized registrar for the domain (e.g. for the .sk domain it is whois.sk-nic.sk) and verifying the legitimacy of the request for the issuance of a TLS/SSL certificate by the Customer. If it cannot be reliably established by either of the described methods that the Customer has the domain under legitimate control, the Provider must refuse to issue a KC for the given request.

The CMA must ensure that the KC subject:organizationUnitName (OU) item is carefully checked so that it does not contain a legal entity name, trademark, trade name, address, location, or other text pointing to an identifiable natural or legal person without verifying this information reliably.

Checking details on documents

An electronic document signed with a qualified electronic signature/seal:

- validity of the qualified electronic signature

- the identity of the signatory (principal, registrar of companies, statutory body, etc.)

3.2.5 Unverified applicant information and specific attributes

All items in a qualified certificate must be verified. Any information beyond the mandatory verification is unverified information.

The Provider may also include in the issued certificate unconfirmed data for the Signatory/Creator, which are not subject to RA verification. In this case, the Provider shall not bear any responsibility for this information.

The Provider may include specific attributes associated with the Signer in the issued certificate if the certificate is issued for a specific purpose under the relevant policy. This information is subject to verification by the RA.

3.2.6 Validation of authority

Upon successful identification and verification of the conditions for issuing or managing a qualified RA certificate, the RA representative shall validate the data to the CA. The CA shall immediately publish the issued certificate in the Certificate Register or the maintenance information in the Certificate Revocation List (CRL).

In brainit.sk, this certificate can only be revoked by the Operating Certification Authority that issued the qualified electronic signature/seal certificate.

See point 3.2.3

3.2.7 Interoperability criteria

Qualified certificates issued by the Provider meet the requirements of Regulation (EU) 910/2014 and are recognized in the European Union. Due to the cross-border interoperability of qualified electronic signature and seal formats introduced by Regulation (EU) No 910/2014, qualified certificates do not exceed the mandatory requirements of Regulation (EU) No 910/2014. At the national level, qualified certificates shall include specific data such as civil identification number and other specific data at the request of the user, but the Provider shall ensure that they do not hinder the cross-border interoperability and recognition of qualified certificates and electronic signatures/seals in the European Community.

3.3 Identification and authentication for key rekey requests

The Provider may renew a validly qualified certificate that has not been terminated during the validity period by generating a new key pair ("Re-Key").

The Provider does not provide the option of recovery with the existing key pair or serial number preserved.

Issuing a subsequent KC means changing the KC key pair - a new KC will be created that has the same distinguished name as the original, but the new KC will have a different public key (corresponding to the new, different private key), a different Serial Number, and may have a changed validity length. This renewal of the current certificate with the new key pair is only possible if there have been no changes to the already authenticated information.

A customer requesting a subsequent KC must submit to the requirements imposed on the initial registration (in particular authentication of his identity).

Upon cancellation of a KC, the Holder must comply with the identification requirements of the initial registration when making a subsequent KC.

When renewing a KC, the provider shall comply with the following time limits and identification requirements:

Period / Period	**Renewal / Renewal**	**Requirements / Requirements**
Within 30 days prior to the expiration of a KC that has not been terminated and that has no change in the data certified therein.	Re-key (Re-key)	- The certificate does not change - The renewal request can be made remotely
Within 30 days after the expiration of a KC that has not been terminated and there has been no change in the data certified therein.	Re-key (Re-key)	- The certificate does not change - Renewal application can be made on the spot (in RA)
More than 30 days after the expiry of the KC.	It is not renewed	

In the case of issuing and renewing KCs remotely using the app, the renewal is always Re-key. In this case, identity and identification checks are not performed, but identity verification checks are performed.

With respect to PSD2 compliance, when renewing certificates that contain any information in accordance with PSD2 requirements, the Provider shall re-verify them.

3.4 Identification and authentication in case of p certificate suspension

Suspension of qualified certificates differs from revocation in that it results in the temporary termination of the certification authority of the certificate. The provider shall always clearly indicate the suspension status of certificates.

The Provider is required to suspend a valid certificate through RA upon request for suspension.

The time in the systems related to the stopping and termination of certificates shall be synchronized with UTC at least every 24 hours.

The Provider shall not identify and verify the identity of the Signer/Creator through the RA and shall immediately stop the operation of the Certificate.

Once a KC is issued remotely, the certificate can be immediately suspended by the user using the application and the functionality it provides.

3.5 Identification and authentication in case of certificate termination

The request for cancellation of a KC must be authenticated, see paragraph 4.9.

A request to revoke a KC may be authenticated using a private key belonging to the KC to be revoked, regardless of whether or not the private key has been compromised.

In the event that the Provider terminates a qualified certificate, it shall reflect this in its databases as soon as possible after receipt of the request. The revocation shall take effect as soon as it is published.

The Provider shall terminate the certificate only after successful identification and verification of the identity of the Signer/Creator and the specific reason for termination. Otherwise, the certificate shall be renewed.

3.6 Identification and authentication upon completion of a qualified ficatedh o certificate

The Provider's policy for providing qualified certification services does not allow for the renewal of a qualified certificate after its termination.

The signer/creator of a terminated certificate can request a new certificate.

The Provider, through the RA, shall perform the initial identification and verification of the identity of the Signer/Creator when requesting a new certificate.

4. OPERATIONAL REQUIREMENTS FOR THE LIFE CYCLE OF THE CERTIFICATE

The Provider shall provide the following operational procedures for qualified certification services related to qualified electronic signatures/seals through the RA within the framework of the concluded contract for the provision of qualified certification services:

- Registration of a request for a qualified certificate
- Handling an application for a qualified certificate
- Issuing a qualified certificate
- Surrender of the issued qualified certificate
- Using a key pair and a qualified certificate
- Renewing a qualified certificate
- Suspension/renewal of a qualified certificate
- Termination of a qualified certificate
- Qualified certificate status

The Provider, through the RA, allows the Signatory/Creator to terminate the Qualified Certification Services Agreement between them. The time in the systems associated with the suspension and termination of certificates shall synchronize with UTC at least once every 24 hours .

Brainit.sk provides operating procedures for qualified certification services applicable to qualified certificates electronic signatures/seals as described in the Qualified Certification Services (CPS) statement of this policy.

4.1 Using a qualified certificate and key pair

4.1.1 Users of

Users must use private keys and appropriate qualified certificates:

- In accordance with their intended purpose,
- only within the period of their validity,
- when the certificate is suspended, the user should not use the private key, especially to create an electronic signature/seal.

The signatory is responsible for the use of the private key.

4.1.2 Relying Parties

Relying parties, including the operator in the RA, must use public keys and their respective certificates:

- in accordance with their intended purpose,
- only after checking their status and checking the electronic signature of the CA that issued the certificate,
- until the key is revoked/expired,
- when the certificate is suspended, the relying party should not accept the public key.

4.1.3 Using public keys and certificates

This section describes the responsibilities related to the use of keys and certificates.

4.1.3.1 Use of the Subscriber's private key and certificate

The KC Holder's obligation in relation to the private key and the KC is:

- provide the Provider with true, accurate and complete information in accordance with this CP when applying for a certificate,
- use the Key Pair in accordance with the restrictions set out in the General Terms and Conditions,
- protect his private keys at all times in accordance with this CP, the General Terms and Conditions, so that they are under his sole control,
- use the private key only after receiving the KC to the public key with which it forms a pair,
- in the case of a KC that has not yet expired, immediately notify the Provider if it suspects that:
    - their private key has been lost, stolen or compromised,
    - has lost control of the private key by compromising its login credentials (password or OCRA token),
    - inaccuracies or changes in the content of the certificate,
    - Immediately request the cancellation of the KC in the event that any of the information provided in the KC entity has become invalid,
- refrain from using a private key and KC that has expired, been revoked or compromised (including if the Provider itself has been compromised and the Holder/Customer is aware of it),
- Comply with all terms, conditions and restrictions imposed on the use of your private key and KC, such as discontinuing the use of your private key upon expiration or revocation of the KC public key,
- use the KC provided only for the relevant purposes recommended in this CP,
- immediately stop using the private key after it has been compromised,
- The obligations of the KC Holder also apply to the natural person or legal entity that has taken over the certificates for the components or websites it manages.

4.1.3.2 Use of the relying party's public key and certificate

The relying parties are obliged to:

- establish a trust relationship with the CA that issued the KC by verifying the certification path in accordance with the X.509 version 3 standard and the mandatory use of the trusted list of the country in which the issuer resides, as specified in the countryName entry of the issuer's name in the qualified certificate,
- store the original signed data, the applications necessary to read and process that data, and the cryptographic applications necessary to verify the qualified electronic signatures of that data, insofar as it may be necessary to verify the signature of that data.

4.2 Renewing a Qualified Certificate

The provider shall not issue a KC on a public key on which it has already issued a KC in the past. Renewal of a KC means the replacement of a valid certificate with a new certificate without changing the existing information contained in the certificate, except for a new serial number and a new validity period. Renewal shall only be done within the validity period of the current certificate. Prior to renewal, there shall be a record of the certificate renewal request in a suitable form accepted and approved by the RA. Identity and accuracy must be verified against the application submitted.

Renewal of a Qualified Certificate may be requested by the Signatory/Creator or an Authorised Person within the terms, requirements and conditions for renewal.

A qualified certificate renewal retains the Signer/Creator or Authorized Signatory information from the current certificate where the validity period and serial number are changed in the renewed certificate.

Qualified certificates that have not been terminated during the validity period can be renewed by generating a new key pair (Re-key). Brainit.sk does not maintain the option of renewal with preservation of the existing key pair or with preservation of the serial number.

Renewal of a qualified certificate is preceded by registration of the renewal request with the RA or online.

When the KC expires and the renewal request is within the specified timeframes and requirements for renewal identification, the Signatory/Creator or an authorized person will visit brainit.sk's RA or perform the remote identification.

The Qualified Electronic Signature/Seal certificate may be repeatedly renewed by the Signatory/Creator or an authorized person. The Provider shall not allow the use of a key pair for an electronic signature/seal for more than 3 years .

The RA shall renew the KC of the electronic signature/seal using the Re-key under the following conditions:

- the certificate is not terminated during its validity period,
- The Signer/Creator or Authorised Signatory declares that there has been no change to the certified data in his/her current certificate,
- Application for renewal of a qualified certificate shall be made within 30 days before or after the expiration of the certificate ,
- consistently performs user identification and verification as well as meets the renewal deadlines.

In all cases where the certified data for the Signatory/Creator or the authorized person of the current certificate is changed, it is not renewable and brainit.sk will issue a new KC.

An application for renewal of a qualified certificate must include at least:

- the unique name of the Signatory/Creator or authorised signatory,
- KC type/designation,
- The identifier of the authentication policy under which the certificate is issued.

Some or all of the data contained in the KC renewal application may be verified using an electronic signature/seal, provided that the participant has a valid private key to create the signature/seal at the time. The Provider does not allow changing the certificate profile of the electronic signature/seal.

4.2.1 Issuance of a subsequent certificate

The term subsequent certificate means the issuance of a new KC of the same type and with the same content for an existing Holder whose personal data are entered in the Provider's system.

4.2.2 Terms and conditions for issuing a subsequent certificate

No provisions.

4.2.3 Who can apply for a follow-up certificate

A subsequent KC may be applied for by an existing Holder to whom it has been previously issued by the Provider and who meets the identification and authentication requirements of paragraph 3.2.

4.2.4 Processing requests for the issuance of a subsequent certificate

The subsequent CC must be issued in the same manner as the original CC was issued.

4.2.5 Notification of issuance of a subsequent certificate

The Provider must inform the Holder in an appropriate manner of the issuance of the subsequent KC.

4.3 Issuing a qualified certificate

The detailed procedure is described in the CPS document of this policy.

Qualified Certificate Request is the process whereby a User submits a request for the issuance of a RA Provider's Qualified Certificate in written or electronic form under the relevant Certificate Issuance Policy. The request may be made by the Signer/Creator or an authorized representative.

The user registers a request for the issuance of a qualified certificate online or through an operator at the RA of the Provider. In online mode, requests are sent via network protocols such as HTTP/HTTPS, S/MIME or TCP/IP.

4.3.1 Who can apply for a KC

The provider may be asked to issue a KC:

- **KC for advanced electronic signature**
  - a natural person or a natural person authorised by the Holder or a person acting on behalf of the Holder on the basis of the law or a decision of a competent authority
- **KC for advanced electronic seal**
  - any entity (the Customer) which, under applicable national legislation, has the authority to act on behalf of the legal entity in question
- **KC for website authentication**
  - the natural or legal person operating the installation or system

4.3.2 Registration process and responsibilities

The Customer must take the following steps in preparation for a visit or online meeting with the Provider:

- to familiarize themselves with the General Terms and Conditions for the provision and use of the trusted service of issuing and verifying certificates brainit.sk, s.r.o. (hereinafter referred to as the "General Terms and Conditions") and the Information on the processing of personal data, which must be available in a readable form through a permanent communication channel (see zone.nfqes.sk),
- Familiarise yourself with the procedure and, where appropriate, the principles and guidelines for obtaining KC,
- prepare the values of the individual items of the CC request so that these values are consistent with this CP,
- prepare your chosen identity documents or other necessary documents,
- In case of registration by RA, make an appointment.

4.3.3 Procedure prior to KC release

Prior to issuing the KC, the employee representing the Provider must:

- inform the individual present about the General Terms and Conditions,
- verify the identity of the Holder/Customer or the person who represents him/her according to the submitted documents and record all mandatory personal data in the IS of the Provider,
- verify all other documents submitted according to the established procedures.

4.3.4 Generating a KC request

In case of KC for website authentication, the Provider's employee must check the received KC request in PKCS#10 format before verifying the Customer's identity. The content of the application items and the obligation to complete them shall be checked.

In the case of key pair generation directly at the Provider, the confidentiality of the data generated in this way must be ensured.

The Provider must always verify that the device on which the keys are generated, whether directly at the Provider or under the control of the Customer, is QSCD certified.

For security reasons, a KC request or a public key contained therein, for which a KC has already been issued, cannot be reused to issue another KC and must be rejected by the RA!

The application for registration of users of qualified certification services shall be submitted to the RA by natural, legal or authorised persons and shall contain the following information:

- the full name of the Signatory/Creator or authorised signatory,
- Proof of the Signatory's power of attorney over the author and the author's authorized signatory,
- UIC (Unique Identification Code) identifier,

- the person's postal address (country, district, postcode, city or town, building number, street name),
- email address,
- the type of qualified certificate required, taking into account its designation,
- The identifier of the authentication policy under which the certificate is issued,
- the presence of a private key corresponding to the public key,
- public key,
- additional information that may be included in the certificate,
- signed contracts for qualified certification services and consent to the terms and conditions of the policies and procedures for the provision of qualified certification services by brainit.sk.

Depending on the content of the certificate and its type, some of the above information may be missing.

If the cryptographic key pair is generated by the Signer/Creator, the RA shall check the submitted e-registration request and the security level requirements of the secure signature creation device. Upon successful identification, verification of the identity of the person requesting the qualified certificate and receipt of the RA's confirmation, the registration request is sent to the CA for certificate issuance.

4.3.5 Submitting a certificate application

If the KC is produced on a QSCD device, the RA must forward the request directly to the QSCD device for processing via the zone.nfqes.sk application. The entire zone.nfqes.sk application is accessible to the RA worker only after authorization using the name, password and the OCRA token assigned to it, while the validation of the request and the subsequent processing of the request in the QSCD device is also confirmed by the RA worker's forced authorization. Once the request has been processed in the zone.nfqes.sk application, all authorisations are then transferred to the person for whom the KC is being issued, while all provisions applicable to activation data are complied with.

Requests for the issuance of a certificate for the authentication of a website where cryptographic keys are not stored in the QSCD shall be sent by the Customer to the RA, which shall perform all procedures related to the certificate generation process.

4.3.6 Processing a certificate application

4.3.6.1 Processing user certificates

By signing the Certification Services Agreement, all KC Users accept the obligations and warranties set forth therein, as well as the Qualified Services Policy and this Policy. Each KC user goes through a registration process that includes the following steps:

- applying for a qualified certificate that contains true and accurate information. The application may contain additional, unverifiable information, some of which is certified and some of which facilitates contact between brainit.sk and the Signatory/Creator,
- generation of the cryptographic pair key by brainit.sk or by the user himself. The cryptographic pair key for qualified QES/QES seals shall be generated on a secure

signature/seal creation device that meets the security level requirements defined in Regulation (EU) No 910/2014,

- the electronic format of the request for a qualified certificate with the data to be contained in the certificate is the structure signed by the private key of the generated key pair on the secure signature/seal creation device,
- If necessary, the RA shall provide the Signatory/Creator or his/her designee with the information/code to access the private key on the secure signature/seal creation device in a protected form,
- in the case of remote generation of the pair key by the user, the user provides the public key to brainit.sk via RA and proves the ownership of the corresponding private key corresponding to the public key,
- on the basis of approved applications for the issuance and management of a qualified certificate, a contract is signed with brainit.sk.

4.3.6.2 Certificates of Registration and CertifCertification and Certification Authorities

RAs providing qualified services that are not in the organizational structure of brainit.sk (external RA) are obliged to conclude an appropriate contract with brainit.sk before carrying out this activity. In addition to the rights and obligations of both parties, the contract should also specify the identity of the persons involved in the RA and their authority to represent both parties in the performance of the contract. Persons authorized to perform this activity shall define the type and designation before issuing certificates.

CA keys and certificates can only be generated during the key generation process, in which only persons authorized by brainit.sk participate.

4.3.6.3 Performing identification and authentication functions

Identification and authentication of the Holder of each type of KC shall be carried out in accordance with clauses 3.2.2 and 3.2.3 when the subsequent certificate is issued in accordance with clause 3.3.

Once the authentication and identification of the KC Holder has been carried out and the required personal data has been entered into the Provider's system, the RA must carry out the data entry of the KC application and, in the case of the use of a pre-sent electronic application, carry out a visual check of the application.

The check of data completion (personal data and data in the application for KC) will also be carried out by the application used by the RA worker (zone.nfqes.sk), which will not allow to continue with the KC in case of an incomplete item, which is mandatory or in case of an incorrectly completed item.

4.3.6.4 Approval or rejection of certificate applications

The Provider shall not issue a KC until all verifications and any changes, if necessary, have been completed.

If the Certificate Holder's key pair was not generated directly by the provider, an automated check must be performed to verify that the public key contained in the request matches the private key used to sign the request.

The Provider is fully responsible for the verification of the Holder's/Customer's data.

The Provider has the right not to create a KC, even though the Customer has successfully passed the registration process with the Provider, if a serious fact is subsequently discovered that prevents the issuance of the KC (e.g. an error in the application format).

In the event that the KC cannot be issued for a given request for any reason, the RA must inform the Customer of this fact.

The Provider must inform the Holder of the issue of the KC in an appropriate manner.

4.3.6.5 Time to process a certificate application

Once the request is sent to the Provider's system, the KC should be issued to the Customer as soon as possible.

4.3.7 CA actions during certificate issuance

Once a request for a KC has been sent from the internal RA to the Provider's system, the Provider must perform a verification of the received request to verify that:

- has been sent to authorised RA staff,
- conforms to the PKCS#10 standard.

The issuance of a KC on a key pair generated directly at the RA shall be securely bound to the procedure of that generation.

If all requirements for the issue of the KC are met, the Provider must issue the KC.

Once the KC has been issued a QSCD, the Provider must ensure the KC's exclusive control over its private key.

During the lifetime of the issuing CA, its distinguished name shall not be transferred to another entity.

At the Customer's request, the Provider may make a KC in the production environment to verify and test its functionality. In such a certificate, it must be clearly stated in the distinguished name items that it is a test certificate. All requirements of this CP relating to verification of the identity of the KC Holder must be met in the execution of such KC.

4.3.8 Notification by CA to the applicant of the issuance of a certificate

The Provider must inform the Holder of the issue of the KC in an appropriate manner.

4.3.9 Download certificate

4.3.9.1 Behaviour that constitutes acceptance of a certificate

The Provider must securely hand over the issued certificate to its Holder.

4.3.9.2 Publication of the certificate

KCs that contain the personal data of the Holder may not be disclosed to the public to protect the personal data of their Holders.

4.3.9.3 Notification of CA certificate issuance to other entities

The Provider must inform the National Security Authority about the issuance of a qualified certificate in accordance with the requirements of Section 6(2) of Act No. 272/2016 Coll.

4.4 Changing a qualified certificate

Changing the KC means changing the data content of a previously issued and published Advanced Electronic Signature/Seal certificate. After changing the KC, a new key pair needs to be generated.

The change of a KC is treated in the same way as the issue of a new KC, and all defined procedures for the issue of a new KC must be followed.

The Provider does not support the issuance of a new KC without a change to the key pair due to changes related to its content.

4.5 Suspension and termination of a qualified certificate

The detailed procedure is described in the CPS document of this policy.

4.5.1 Circumstances of completion of a qualified certificate

The Provider shall terminate the KC it has issued when the binding between the Signer/Creator and its public key in the certificate is no longer considered valid. The Provider is obliged to terminate the KC it manages in the following cases:

- if the information on the certificate has changed and become outdated,
- if it is suspected that the private key associated with the public key contained in the certificate has been compromised,
- the user decides to terminate the contract with brainit.sk,
- learns that the KC Holder has died, if it is a FO or if it is a PO has ceased to exist,
- termination of the Signatory's representational authority over the Creator,
- the KC Holder shall request cancellation of the certificate,
- finding that the requirements of the eIDAS Regulation or Act No. 272/2016 Coll. were not met when issuing the KC,
- finding that the KC was issued on the basis of false information,
- discovers that a private key belonging to the KC has been compromised, e.g. if access to a private key belonging to a public key listed in the KC is known to a person other than the Holder listed in the KC,
- the court shall order the Provider to dissolve the CC by its decision,
- The Holder has breached its obligations under this CP and/or the General Terms and Conditions,
- becomes aware that the Holder has become incapacitated by a court order,
- the Provider's private key has been compromised,
- in the event that CA ceases to operate,
- if the user owes outstanding fees for the provision of qualified certification services.

4.5.2 Qualified certificate termination procedure

The detailed procedure is described in the CPS document of this policy.

The process of terminating a qualified certificate is preceded by a request to terminate the certificate. The request for termination of the KC shall be made by the Signatory/Creator or an Authorised Person on-site at the RA or electronically remotely. At the time of KC termination, the RA shall inform the user of this fact (e.g. by e-mail).

The Provider shall immediately terminate the operation of a valid certificate issued in each of the above circumstances. The Provider shall revoke issued certificates if it ceases to operate without transferring them to another Provider. In this case, it shall notify its users and terminate the certificates with one month's notice . Within one month of the notification, brainit.sk shall refund the amount paid by the users in the amount corresponding to the remaining period of validity of the qualified certification service contract. The Provider may suspend and terminate the CA if there are reasonable grounds for compromising the CA's private key.

The termination of the certificate of the operating CA for issuing and maintaining the KC for advanced electronic signature/seal shall terminate the validity of all certificates issued and valid by it. This certificate may only be revoked by the operating CA that issued the qualified certificate for the advanced electronic signature/seal. If the termination occurs due to operator error or due to a compromise of the operational private key of brainit.sk, the Provider shall issue an equivalent user certificate at its own expense.

Management, termination and suspension services are available 24 hours a day, 7 days a week. In the event of a system or service failure or other factors beyond CA's control, brainit.sk will use its best efforts to ensure the availability of the service within three (3) hours.

4.5.2.1 Who can apply for certificate revocation

The holder of a KC (or a natural or legal person authorised by it) may at any time request, in the manner set out in this CP, the cancellation of its own KC, without having to state the reason for the request for cancellation.

He may also request the revocation of his certificate:

- **The provider** - the employee in question is obliged to document this fact, including the reason for his/her action,
- **Subject** - (natural or legal person) on the basis of the inheritance procedure (the Provider must attach to the documents on the dissolution of the CC a copy of the documents from which the right of the subject to apply for the dissolution of the CC is derived),
- **the court** through its judgment or interim measure (the Provider must attach a copy of the relevant court decision to the documents on the cancellation of the CC),
- a person authorised by the court, e.g. the guardian of the KC entity to be dissolved (the Provider must attach a copy of the relevant court decision to the documents on the dissolution of the KC).

4.5.2.2 Procedure for requesting revocation of a certificate

Cancellation of the KC must be requested by the Eligible Person in person at the Provider or remotely via video conference. The person requesting cancellation of the KC must undergo the same authentication process with the Provider as required for the initial registration of the Holder/Customer (see paragraph 3.2), or provide the agreed password for cancellation of the KC, which will be provided to the Holder/Customer upon issuance of the KC.

To prevent arbitrary revocation of a KC by an unauthorized party, authentication of the KC revocation request is important.

The Holder/Customer of the KC may be represented by an authorised/delegated person with the Provider in relation to the cancellation of the KC. The representing person must present a certified power of attorney or authorization, the text of which clearly expresses the will of the Holder/Customer to cancel the KC.

The Provider may refuse a KC cancellation request if the Holder/Customer fails to authenticate their identity.

The RA must check the validity of the certificate to be revoked. If it is a certificate that is no longer valid, the RA must refuse the request for revocation as it is not possible to revoke a certificate that has expired or been revoked.

In the event of a legitimate request for cancellation of the KC and successful verification of the identity of the Holder/Customer, the KC must be cancelled as soon as possible.

The holder of a valid KC may also request cancellation of his KC by sending a request by e-mail to the Provider's contact e-mail address specified in point 1.5.2, which shall contain a message with an unambiguously expressed wish to cancel the KC, namely the sentence "I hereby request cancellation of the qualified certificate with the serial number "----sn----", with the cancellation password being: "----abcde----", where the Customer fills in the real data valid for the KC he/she is requesting to cancel.

A request for certificate revocation may also be made in writing. The Certificate Holder/Customer must specify in the written request the serial number of the KC whose revocation is requested, and must authenticate the revocation using a valid revocation password for that KC.

The Provider must inform the KC Holder of the cancellation of the KC after the cancellation of the KC.

4.5.2.3 Time for submitting a request for cancellation of a CC

In the event of a threat of compromise of the private key, the authorised person must submit a request for revocation of the KC as soon as possible. In-person cancellation can only be requested during business hours as determined by the internal RA, whose business hours are posted on the Provider's website (see point 1). If the request is made electronically, it can be sent to the internal RA at any time.

4.5.2.4 Time within which the CA must process the cancellation request

The provider must:

- revoke the KC no later than 24 hours after verification of the facts that the request for revocation of the certificate in question is justified,
- Publish the current list of revoked KCs and any previous lists of revoked certificates so that they are accessible to Customers/Holders and all relying parties,

- inform the Customer/KC Holder of the cancellation of his/her KC by sending an email to the email address provided by the Holder during the RA registration process, including the reason for the cancellation of the KC in question,
- archive all CRLs it has issued,
- synchronize the system time used as the source for the certificate revocation time with UTC time at least every 24 hours.

The CRL must be published to the repository as soon as possible after its release.

4.5.2.5 Cancellation control requirement for relying parties

The relying party is obliged to verify the validity of the KC by relying on the available Certificate Revocation List (CRL) or OCSP.

In the time between the submission of a legitimate request for revocation of a KC and the publication of the revoked KC in the CRL, the Certificate Holder/Customer bears all responsibility for any damage caused by the misuse of his/her KC. After the certificate is published in the CRL, the party that relied on the revoked KC shall bear all liability for any damages caused by the use of the revoked KC.

Failure to verify the validity of a KC using a CRL or OCSP is considered a gross violation of this CP.

4.5.2.6 Frequency of issuing CRLs

The provider shall, as far as possible, immediately publish a CRL whenever a valid certificate issued by this CA is revoked.

The requirements for the frequency of issuing a Certificate Revocation List (CRL) are as follows:

Publisher CRL	Frequency of issue	nextUpdate thisUpdate interval
CA NFQES	12 hours	24 hours

4.5.2.7 Maximum latency for CRL

The provider must ensure that the time from the issuance of the CRL to its publication in the repository does not exceed 120 seconds.

The provider must ensure that each CRL is published immediately after it is created, but no later than 60 minutes (1 hour) after the new certificate is added to the CRL.

4.5.2.8 Availability of OCSP service

The URIs of the OCSP responder addresses of the Provider's individual issuing CAs must be included in the Authority Information Access certificate extension. In accordance with the eIDAS Regulation, the OCSP service must be provided free of charge.

4.5.2.9 OCSP control requirements

Third parties wishing to use the OCSP service must send a request to the appropriate OCSP responder whose URI is published in the KC whose validity they wish to verify. The request sent shall comply with the requirements of RFC 6960.

4.5.2.10 Other forms of availability of certificate revocation information

Verification of the current certificate status can be done manually by:

- Lists of current CRLs as well as an archive of all issued CRLs for individual certification authorities of the Provider, available at: https://zone.nfqes.sk/crl/
- The Provider must ensure that a telephone or email enquiry regarding the status of a particular certificate is answered.

4.5.2.11 Special requirements for changing keys after they have been compromised

In the event of a breach of the private key security (its disclosure) by the CA or other entities operating within the Provider, the Provider will immediately inform the relying parties.

4.5.2.12 Circumstances in which the KC is suspended

In terms of Section 7(2) of the Trust Services Act 272/2016 Coll., a qualified trust service provider to which the qualified status has been granted by the Authority may not temporarily suspend a qualified certificate for an electronic signature or a qualified certificate for an electronic seal.

The provider, through its operating certification authority, shall suspend the certificate under certain conditions for a grace period.

The Provider shall respond promptly to a request to suspend the validity of the certificate. For the period during which the certificate is suspended, the certificate shall be considered invalid and all electronic signatures/seals verified by this certificate shall be void.

4.5.2.13 Who can apply for suspension KC

The Provider shall suspend the issuance of a valid certificate if:

-The request has been made by the Customer/Holder or a person authorised by the Customer/Holder without being obliged to ascertain their identity or representative authority

-The request has been submitted by a person who is aware of a breach of private key security

-Request submitted by the Communications Regulation Commission (CRC)

No other provisions.

4.6 Services related to certificate status

4.6.1 Operational requirements

The list of revoked certificates shall be available at the URL of the Provider and shall be accessible via HTTP protocol on port 80.

The OCSP service shall be available at the URL address specified in the issued qualified certificate and the requestor shall send a request for the status of the certificate in accordance with the agreed conditions and procedures.

4.6.2 Service availability

Service availability is in 24/7 mode at an SLA level of 99%.

4.6.3 End of service provision

If the Holder/Customer decides to terminate the contractual relationship with the Provider before the expiry of the validity period of the issued KC, he/she must at the same time apply for cancellation of the certificate.

5. PHYSICAL, PERSONNEL AND OPERATIONAL SECURITY MEASURES

This section of the policy describes the general requirements regarding physical and organizational security controls as well as personnel operations used at brainit.sk. It reviews security requirements and procedures at the time of key generation, customer identification and identity verification, issuance and management of qualified certificates, auditing and archiving.

The security of the Provider must be based on a set of security measures in the areas of object, personnel, physical and operational security. These security measures must be designed, documented and applied on the basis of security rules. These measures must be approved by the Provider's management.

The measures taken with regard to the Provider's physical security are part of the Provider's information security system, which meets the requirements of ISO/IEC 27001, ISO 9001, ISO 22301.

The safety precautions must be made available to all workers concerned.

The provider must:

- take full responsibility for ensuring that its activities comply with the procedures defined in its security policy,
- have a list of all its assets indicating their classification in the light of the risk assessment carried out.

The Provider's security policy and asset summary relating to security must be reviewed at regular intervals.

The Provider's security policy and summary of security-related assets must be reviewed when significant changes are made to ensure their continuity, appropriateness, sufficiency and effectiveness.

All changes that may affect the level of security provided must be approved by the Provider's management.

The Provider's systems setup must be periodically reviewed for changes that compromise the Provider's security policy.

5.1 Physical Security

Measures relating to the physical protection of information data, technological systems, premises and related support systems shall be designed to prevent breaches:

- The Provider shall control physical access to objects whose security is essential for the provision of trusted services and minimise any risks associated with physical security. The security of the systems for issuing and managing certificates shall comply with the requirements of international standards and recommendations,

- Physical access to the components of the Provider's system, the security of which is essential for the provision of trusted services, is limited to authorized persons only. The criticality of the components shall be identified by a risk assessment. Physical integrity is ensured with respect to equipment located in protected and isolated areas. Two-factor access control and 24/7 physical security is in place. No physical access to critical equipment is allowed for more than 30 minutes per visit. No more than 2 authorized technicians may have access to the equipment cabinet Provider's personnel. Any access to critical infrastructure areas shall be documented and maintained in logs,

- The control shall be applied for the purpose of preventing loss, damage or endangerment of property and interruption of business. Authorised Provider personnel shall strictly adhere to internal procedures for access to the various restricted physical access areas,

- Controls shall be applied to prevent data compromise or theft of information processing tools. The physical security of the premises housing the core infrastructure is ensured by their solid, stable construction with strong doors and key locks,

- The Provider shall configure its systems by removing or disabling all accounts, applications, services, protocols and ports that it does not use in its operations,

- The provider shall only grant access to protected and high security areas to trusted roles,

- The Provider's Root CA system is located in a high security zone. The Provider's Root CA is located in a certified data center.

brainit.sk provides physical protection and access control to areas where critical components are installed in the infrastructure:

- Qualified Root CA - <TODO: Root CA name>, Qualified Operational CA - <TODO: Operational CA name>,
- Qualified CA to validate the status of certificates issued by a basic authority (OSCP service) <TODO: name for CA-validation>,
- Qualified CA to validate the status of certificates issued by an operational CA (OSCP service) < TODO: name for CA-QS-validation>,
- Qualified Time Certification CA - < TODO: name for TSA-Time Certification Authority>,
- Registers and provider's website,
- Registration authorities,

The Provider's infrastructure is physically and logically separated and is not used for other activities carried out by brainit.sk.

5.1.1 Premises

The technological premises where the Provider's basic infrastructure is located must be in protected areas that are accessible only to authorized persons. These areas must be separated from other areas by appropriate security features (security doors, grilles, solid walls, etc.). The Provider's facilities shall consist only of equipment dedicated to the provision of trust services and qualified trust services and shall not be used for any purpose not related to those services.

5.1.2 Physical access

The physical security of the certification and management systems complies with the requirements of international standards and recommendations.

Access control mechanisms to the Provider's protected premises, i.e. to the premises of the highest security zone, must be provided in such a way that these premises must be protected by a security alarm and access to them may only be granted to persons who possess a security token and are listed on the list of persons authorized to enter the Provider's protected premises. The Provider's equipment must be protected at all times against unauthorised access, including unauthorised physical access. Any entry of other persons must be recorded at all times and may only be permitted when accompanied by an authorised person.

5.1.3 Power supply and air conditioning

The premises in which the Provider's equipment is housed shall be adequately supplied with electricity and air-conditioned to create a reliable operating environment.

5.1.4 Protection from water

The premises in which the Provider's equipment is located shall be so located that they cannot be endangered by water from any source. Where this is not entirely possible, measures must be taken to minimise the risk of the premises being exposed to water.

5.1.5 Fire prevention and protection

The premises in which the Provider's equipment is located must be reliably protected from sources of direct fire or heat that could cause a fire on the premises.

5.1.6 Media storage

Media should be stored in areas that are protected from accidental, unintentional damage (water, fire, electromagnetic). Media containing security audit, archive or back-up information is to be stored in a location separate from the Provider's equipment.

5.1.7 Waste disposal

Waste arising in connection with the Provider's operations must be handled in such a way that the environment is not polluted in any way.

5.1.8 Backup off the main site

In the event of irreversible damage to the premises of the main site where the Provider's infrastructure is located, it is necessary to have at least copies of the Provider's critical assets backed up outside the main site.

5.2 Procedural Safeguards - Organisational Control

All security procedures for the issuance, management and use of the KC for advanced electronic signature/seal shall be performed by trusted personnel of the Provider.

Brainit.sk has a sufficient number of qualified employees who are able to ensure compliance with applicable legislation, internal company rules and regulations at all times.

5.2.1 Trusted roles

The provider must have defined trust roles responsible for different aspects of the trust services provided (e.g. system administrator, security manager, internal auditor, policy manager, etc.) that form the basis of trust in the entire PKI.

The Provider has a detailed definition of the division of functions and responsibilities of the staff (*Provider's internal documents: job description, job plan and relevant internal documents*).

Persons selected to fill roles that require credibility must be trustworthy and accountable.

All persons in trusted roles must be free of conflicts of interest to ensure the impartiality of the services provided by the Provider.

The allocation of functions shall be carried out in order to minimise the risk of compromise, leakage of confidential information or conflicts of interest.

5.2.2 Number of persons required for the task

For each task, the number of individuals who are designated to perform each task must be identified (the K of N rule).

5.2.3 Identification and authentication for each role

Each role must have a defined method of authentication and identification when accessing the Provider's IS.

5.2.4 Roles requiring division of responsibilities

Each role must have set criteria that take into account the need for separation of functions in terms of the role itself i.e. roles that cannot be performed by the same individuals must be listed.

5.3 Personnel security measures

Provider personnel must be formally appointed to trusted roles by the executive management responsible for security.

The Provider's staff shall consist of a sufficient number of highly qualified employees. Trusted persons shall have the necessary training and experience to ensure these security requirements and technical security assessment standards. They shall have the knowledge of information systems, cryptography and PKI to properly perform their duties.

5.3.1 Qualification, experience and vetting requirements

Staff in trusted roles meet qualification and experience requirements and should have security clearances of a specified level.

Persons in managerial positions must:

- have relevant experience or training in the trust services provided by the Provider,
- be familiar with the security measures for roles responsible for security,
- have experience in information security and risk assessment to the extent necessary for the performance of the management function.

5.3.2 Verification requirements

It is recommended that an employee to be placed in a trusted role as a Provider has a security clearance of a specified level or is in the process of applying for this type of clearance. Personnel security measures are ensured by the Provider's internal mechanisms.

5.3.3 Requirements for training

For some trusted Provider roles, there may be specific training requirements that should be completed prior to or during the assignment. Topics should include the operation of CMA software and hardware, security and operational procedures, provisions of this CPS, CP, etc.

5.3.4 Training renewal frequency

For roles where there are requirements for completion of prescribed training, the need for refresher training after completion of the primary training may be established.

5.3.5 Roll rotation frequency

No provisions.

5.3.6 Penalties for unauthorised conduct

The failure of any employee of the Provider to comply with the provisions of this CP or the adopted CPS, whether malicious or negligent, shall be subject to appropriate disciplinary and administrative action, which may result in termination of employment or civil or criminal penalties.

Any inappropriate or unauthorized conduct by an employee in a trusted role identified by the Provider's management shall result in immediate removal from the trusted role pending completion of the ongoing management review. Subsequent to the management review and mutual discussion or review of the results of the investigation with the employee, the employee may be discharged from employment or reassigned to a trusted role, as appropriate.

5.3.7 Requirements for external suppliers

Independent contractors who might be assigned to perform trusted roles shall be subject to the same obligations and specific requirements for those roles under the provisions of clause 5.3 and shall be equally subject to the sanctions set out in clause 5.3.6.

5.3.8 Documentation provided by the employee

Employees in trusted roles must be provided with the documents necessary to perform the function to which they are assigned, including a copy of this CP or CPS and all technical and operational documents necessary to maintain the integrity of the Provider's operations. This information must also include security and internal system documentation, identity verification procedures and policies, as well as other information prepared by the Provider and third-party or Internet-accessible documents.

5.4 Procedures for obtaining audit records

The provider must record and keep available for the necessary period of time, even after the termination of the activity, all relevant information relating to the KCs issued.

The provider must record the exact time in the trust service delivery system. The time recorded for each event shall be synchronised with UTC at least every 24 hours.

For the effective management and operation of the Provider, all events that have a significant impact on the safety and reliability of the technology system, personnel and user control and the security impact of the qualified certification services provided shall be recorded.

The information in the electronic logbook is generated automatically and records of recorded events are stored in files on the system disk until at least the completion of the next periodic external audit.

The provider shall classify and maintain registers of all assets in accordance with ISO/IEC 27001. According to the Security Policy of brainit.sk, an analysis is performed to assess the vulnerability of all internal procedures, applications and information systems. The analytical requirements may also be determined by an external institution authorised to audit the Provider. The risk analysis shall be performed at least once a year.

5.4.1 Types of recorded events

The provider must record and evaluate the following important events:

- Processes related to the Provider's key lifecycle (generation, backup, recovery, disposal, etc.),
- Data obtained in the course of providing trust services from Customers/Recipients,
- Processes related to the HSM module itself,
- System logs of individual parts of the Provider's system

5.4.2 Frequency of processing of audit records

The Provider's administrators are obliged to continuously monitor the sent system logs in order to detect potential threats to the provision of the Provider's services in a timely manner. All recorded logs in electronic form must be stored on recording media at regular intervals, at least 1 time per month, so that they can be made available to auditors. Similarly, all written audit trails of processes related to the key lifecycle of the Provider's Certification Authorities, Time Stamp Authorities and OCSP Responder keys must be available to auditors.

5.4.3 Retention period of the audit report

The provider must keep audit logs in accordance with the requirements of the legislation currently in force. The audit logs must also be kept at least until the time of the next periodic external audit of its services.

5.4.4 Audit log protection

Audit records must be protected and stored in such a way as to prevent their deterioration, preferably in multiple copies located in different premises.

5.4.5 Audit log backup procedures

No provisions.

5.4.6 Audit collection system (internal vs. external)

No provisions.

5.4.7 Notification of the entity initiating the audit

No provisions.

5.4.8 Vulnerability assessment

See point 5.4.2.

5.5 Archive records

Information on significant events is regularly archived electronically. The Provider backs up all data and files related to: registration information, system security, all requests submitted by users, all user information, all keys used by CAs and the Registration Authority, all correspondence between the Provider and users. All documents and data used in the authentication process shall be subject to archiving.

The provider shall store the record in a format allowing reproduction and retrieval.

5.5.1 Types of archived records

The Provider must keep all records of the issued KCs as well as the KCs themselves for the period of time specified in clause 5.5.2 in accordance with the requirements of the current legislation in force.

Records may be kept in paper or electronic form as required by law. The stored records must also include all documents that the Customer must submit in order to be issued the required type of certificate (e.g. extract from the commercial register, power of attorney, confirmation of ownership of the domain, etc.).

The provider must also keep all audit records (logs), written records of CA events (generation of CA keys, certificates for OCSP responders, etc.).

5.5.2 Retention period for the archive

The Provider must keep the original application for the issue of the KC together with the relevant documents confirming the identity of the Holder in paper or electronic form for at least 10 years.

5.5.3 Archive protection

The Provider's archival records must be stored in a secure location away from the premises and maintained in a manner that prevents unauthorized modification, destruction or replacement.

5.5.4 Archive backup procedures

The ability to fully restore backups (e.g. after a system failure) is essential for the proper functioning of the Provider.

Detailed procedures for archiving, making copies and restoring the system after accidents are described in the Provider's internal documentation, which is accessible only to authorised personnel.

5.5.5 Time stamp requirements for records

Archival records are secured by authenticating the exact time of their signature.

5.5.6 Archiving system

The archive data collection system is an internal system of the Provider. An exception to this rule is archives collected by the RA. Archival information (on paper and on electronic media) shall be properly stored and subject to a high level of physical security.

5.5.7 Procedures for obtaining and verifying archival information

Access to the archive is only possible for authorised persons. The data shall be regularly checked and compared with the original data in order to verify the integrity of the archived information. This activity shall be supervised by the Security Administrator. If corruption or alteration of the original data is detected, the damage shall be repaired as quickly as possible in accordance with the Provider's internal procedures and policies.

5.6 Change the key

The whole process must be carried out without negatively affecting the level of security.

A change of the Provider's keys may occur for the following reasons:

- The expiration time of the Provider's keys currently in use is approaching. This is the normal state - 14 days before the expiration of the Provider Key Pair currently in use, a notice of the upcoming change of Provider Keys must be published on the Provider's website. Once a new key pair has been generated and a new certificate for the Provider has been produced, this must be published on the Provider's website.
- It is necessary to replace the Provider's keys currently in use due to their compromise. This is an exceptional, emergency condition - the Provider must immediately notify the Supervisory Authority, all Holders of issued KCs and the public that the Provider's keys

have been compromised. It must also immediately revoke the compromised certificate as well as all valid KCs signed with the compromised key. The Provider must notify, via its website, the Holders of KCs that have been signed with a revoked Provider Certificate as well as the Relying Parties that the revoked Provider Certificate is to be removed from each application used by the Relying Parties and replaced with a new Provider Certificate.

The Provider may only change the key corresponding to an issued certificate by issuing a new certificate or by renewing the current certificate.

The private key of the CA can be changed if:

- the expiry of the accompanying certificate,

- the introduction of new services by the Provider that entail changes in the characteristics of the private key (e.g. security-related changes and the requirement for new usable cryptographic combinations).

In the case of changing the private key of the Provider's CA, the following rules shall be observed:

- The CA whose key the user certificates are signed with and whose key is to be modified shall suspend the issuance of certificates 60 days before the point in time at which the remaining validity period of the private key equals the validity period of the last issued certificate,

- A CA whose private key is signed by a CRL and whose private key will be changed shall continue to publish CRLs signed with the old private key until the last published certificate expires.

5.7 Recovering from compromise and disaster

5.7.1 Procedures for dealing with compromise and disasters

To ensure the integrity of the services, the Provider must implement data backup and recovery procedures.

The provider shall have recovery plans and emergency procedures in place for the provision of trust services.

Trusted services should be provided from two geographically separated CA systems, one of which is maintained as the main system and the other as a backup in case of a crash or failure of the main one.

Disaster and recovery procedures must be tested and reviewed regularly (at least on an annual basis) and should be updated and revised as necessary.

5.7.2 Computing resources, software or data are corrupted

In the event of damage or suspected damage to hardware, software or data, the Provider must use procedures designed to restore the damaged assets. The procedures must include activities to ensure a complete recovery of the environment.

5.7.3 Private key compromise procedures

In the event of compromise of the CA private key, the Provider must have procedures in place to restore a secure environment, procedures for distributing the public key to end users, and how new certificates will be issued to individual end users.

5.7.4 Maintaining business continuity after a disaster

The provider must have procedures in place to ensure business continuity in the event of an emergency due to, for example, a natural disaster, to ensure its ability to resume operations. The procedures must include the recovery site, procedures to protect assets at the site of the disaster, etc.

5.8 Termination of CA or RA

In case of termination of the Provider's activity for reasons other than events caused by force majeure (e.g. natural disaster, state of war, decision of state power, etc.), the procedure shall be in accordance with clause 5.7.

Prior to the termination of the provision of services, the Provider must:

- give appropriate notice, at least 6 months in advance, of the planned cessation of its activities to the Supervisory Authority, the Holders of any valid KCs issued by it, the parties relying on the KCs and the public,
- terminate any mandate agreements, powers of attorney, etc. under which other persons may have acted on behalf of the Provider (e.g. to provide RA services),
- to close all valid CCs prior to termination if it fails to ensure continuity in the provision of its services,
- attempt to enter into a contract with another qualified trust service provider to ensure continuity in the provision of its qualified trust services,
- concentrate and archive all the Provider's documents,
- to check compliance with the personal data protection regulations, i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Act No. 18/2018 Coll. on the protection of personal data (hereinafter referred to as the "Personal Data Protection Regulations"),
- disable all private keys, including copies thereof, in such a way that they cannot be recovered in any way.

If the reason for the termination of the Provider's activity is some reason unrelated to security, then neither the certificates of the issuing CAs that are terminating nor the KCs signed by those CAs need to be revoked.

Upon termination of its activity, the Provider must ensure that the CA signature data (private keys) cannot be demonstrably reused and must not issue any KC.

The provider must have a solution to cover all costs associated with meeting the minimum termination requirements in the event of bankruptcy or other cause where the provider is unable to cover the costs with its own funds, in accordance with applicable bankruptcy legislation.

6. TECHNICAL SAFETY MEASURES

This section describes the procedures for generating and managing cryptographic keys and the associated technical requirements. The Provider shall only use reliable and secure hardware and software that are part of the Provider's computer system. The computer systems on which all critical infrastructure components operate shall be equipped and configured with tools to locally protect access to software and information data. The Provider applies information security management procedures for the entire brainit.sk infrastructure in accordance with generally accepted and international practices and standards.

In order to ensure the reliable operation and security of the computer systems lifecycle, the Provider shall carry out activities in accordance with the following requirements:

- When developing new systems, the Provider carries out an analysis of security requirements already at the design and specification stage, thus guaranteeing the integration of security into IT systems.
- The Provider shall implement a security policy and change control procedure during updates, modifications to emergency and operational software, and configuration changes.
- Procedures include documenting changes.
- The provider protects the integrity of systems and information against viruses, malware and unauthorized software.
- The provider shall develop and apply procedures for all trust and administrative tasks that impact service delivery.
- The provider shall specify and implement procedures to ensure that:
  - all available security and functional software updates are applied within a reasonable time after they become available,
  - protective and functional updates shall not be applied if they are likely to introduce additional vulnerabilities or instabilities that outweigh the benefits of their application,
  - the rationale for refusing to apply any security or functional updates is documented.

The technical part of the Provider's infrastructure (hardware and software) must consist only of legal software and secure systems. The Provider's infrastructure architecture must be designed using components that meet security standards at the state of the art.

Particular attention must be paid to the cryptographic module (HSM module) used to store, generate and use the Provider's private keys. The cryptographic module (HSM module) is one of the most sensitive assets. The Provider's private keys must be stored in an HSM module that is certified to at least FIPS 140-2 Level 3.

The provider must use a combination of logical, physical and procedural measures to protect its private key to ensure its security. These measures must be described e.g. in the issued CPS.

The Provider's system must include facilities for the continuous monitoring, detection and signalling of unusual and unauthorised attempts to access its resources.

Applications related to certificate status information shall be secured to prevent any unauthorised attempts to modify certificate status information.

All functions of the Provider that use a computer network must be secured against unauthorized access and other malicious activities.

6.1 Generating and installing a key pair

Cryptographic key pairs for the Provider's operational certificates shall be generated and installed according to the instructions and procedures in the CP or CPS document.

The generation shall be carried out by authorised persons of the Provider in compliance with the requirements of at least dual control. A protection mechanism with a security profile created in accordance with the technical specifications defining the security levels shall be used to create the signature.

The Provider shall use its private keys only for the purposes of its business, as follows:

- sign the issued CA operational certificates in its infrastructure,
- sign issued and published CRLs,
- Sign all issued and published electronic signature certificates/user seals.

Thecryptographic key pair (private and public) of the electronic signature/seal certificates issued in the Provider's infrastructure is generated as follows:

- Signatory/Creator, with hardware and software under his/her control, but approved by brainit.sk,
- Provider's RA operator with hardware and software under the control of Provider's infrastructure,
- by brainit.sk, when the certificate is requested remotely, through the Provider's application,

An electronic signature creation/sealing device with a security profile according to Regulation (EU) No 910/2014 shall always be used to generate the key pair of the qualified certificate for the electronic signature/seal.

Only electronic signatures/seals created with a private key of a key pair generated in a qualified electronic signature/seal creation device have the character of a qualified electronic signature/seal.

The Signatory/Creator agrees to use licensed software to work with the electronic signature/seal creation device.

6.1.1 Generating key pairs

The Signatory/KC Creator keys for the advanced electronic signature/seal shall be generated in a secure environment as required by Regulation (EU) No 910/2014.

The control of the private key is through the passcode. The signer uses the private key to create a signature/seal by entering a code in a secure environment to create a guaranteed electronic signature/seal.

When the key pair is generated by the Signer/Creator, brainit.sk recommends that the creator uses an approved environment in the Provider's infrastructure to create an advanced electronic signature/seal or equivalent that meets the requirements of Regulation (EU) No 910/2014 and is compatible with the Provider's infrastructure.

In cases where a key pair is generated by a Signatory or Creator, the Signatory or Creator is fully responsible for protecting the private key to prevent its disclosure, publication, modification, loss or unauthorized use. The Signer/Creator is responsible for the omissions or actions of authorized persons who are authorized to create, store or maintain their private keys.

The Signatory/Creator agrees to use licensed software to work with the environment to create an advanced electronic signature/seal.

The generation and installation of the Provider's key pair must be performed in a standardized manner, which is described in detail in the Provider's documentation. The method of generation shall provide sufficient confidence in the generation process. The entire process of the generation method shall be recorded in writing. The generation of keys must be carried out by Provider staff in roles authorised to participate in the generation ceremony. Key generation must be performed in a secure cryptographic key storage facility that meets the legislative requirements for this type of facility.

brainit.sk generates cryptographic key pairs at the company's headquarters and operational CAs using an HSM hardware security module at a minimum of FIPS 140-2 level 3 or higher. 6.1.1.1 Environmental requirements for the creation of an advanced electronic signature/seal

The environment for the creation of an advanced electronic signature/seal must ensure, by appropriate technical and procedural means, that at a minimum:

- the confidentiality of the data for the creation of the electronic signature/seal is adequately guaranteed,
- the data for the creation of an electronic signature/seal were practically fulfilled only once,
- the data on the creation of the electronic signature/seal is sufficiently secure and cannot be inferred with certainty and the electronic signature is reliably protected against forgery by currently available technology,
- the data for the creation of the electronic signature/seal must be reliably protected by the authorised Signatory/Signature/Seal Creator against use by other persons.

The Advanced Electronic Signature/Seal Creation Environment shall not alter the data to be signed or prevent such data from being presented to the Signer/Creator prior to signing.

The generation or management of data for the creation of an electronic signature/seal on behalf of the Signatory/Electronic Signature/Seal Creator may only be performed by the Provider.

6.1.1.2 Remote generation key pairs

The Signer/Creator uses specialized software provided by brainit.sk, which implements the process of generating and managing the cryptographic key pair.

The generation, use and storage of a private key has a high level of security that is guaranteed by the environment where it is created. It is securely protected and accessible only to the Signatory/Creator or an authorised representative of the legal entity.

The Signatory/Creator or an authorized representative of the PO shall generate an electronic KC request in PKCS# 10 format and send it to the Provider. As recommended by RFC 2314 - PKCS# 10, the electronic request form contains the DN, public key and other attributes, all of which are signed with the private key.

If on-demand remote key pair generation is performed, it shall be generated in a trusted Provider environment that meets the requirements and regulations for an advanced electronic signature environment.

6.1.2 Delivery of the private key to the subscriber

Not applicable with and

After the key pair is generated, the Customer/Carrier (Signer/Creator) or the authorized representative of the legal entity receives the private key and the qualified certificate issued in RA or electronically.

The initial user and administrative access code is provided to the Signatory/Creator or authorized representative of the legal entity in a stamped, opaque paper envelope or alternative electronic channel.

When a key pair is generated remotely, the private key is generated and stored encrypted in the Provider's trusted environment. Key encryption is done using a PIN that is created by the Signer/Generator, which ensures that only the Signer/Generator has access to activate the key.

6.1.3 Delivery of the public key to the certificate issuer

No apply them with

It is performed only by the Customer/Carrier or an authorized representative of the legal entity in which the key pair is generated and which is to deliver its public key to the Provider for the purposes of the qualified certificate issuance process. The Customer/Holder or the authorized representative of the legal entity shall deliver the public key of the generated Key Pair through the RA by means of a request in electronic form, the format of which shall be PKCS #10.

The application shall contain a public key that is electronically signed with the corresponding private key. The User may submit the electronic application on a medium or electronically to the RA together with other documents according to the Provider's policy or via the brainit.sk website. The RA must verify the ownership of the private key with the Customer/Holder or authorized representative of the legal entity and validate the request for a qualified certificate.

6.1.4 Delivery of the CA public key to relying parties

Not applicable

6.1.5 Key sizes

A recommended key pair length or minimum key length must be specified for all entity types and all algorithms used (e.g. RSA).

The length of the key pair for the advanced electronic signature/seal generated by the Customer through the Provider's infrastructure is 4096 bits, with a usable combination of asymmetric and hashing algorithms: sha256-with-RSA. Regardless of where the key pair for the certificate for the advanced electronic signature/seal is generated, the key must be at least 1024 bits long for RSA and DSA algorithms and 160 bits long for ECDSA algorithms .

6.1.6 Public key parameters and quality control

The quality and parameters of the Provider's public keys must be determined by the PMA. The established parameters must be respected during the key generation ceremony. The Provider shall use FIPS 140-2 Level 3 compliant cryptographic hardware modules for key generation and storage that ensure random generation of RSA keys of at least 4096 bits.

For each type of KC made for end users, the Provider must have specified the quality and parameters of the public key (length, type) and must check their compliance before the actual release.

The signer/creator or authorized representative of the legal entity of the key pair is responsible for verifying the quality of the generated private key parameters. The ability of the key to encrypt, decrypt and create electronic signatures shall be verified.

6.1.7 Key Uses (by X.509 v3 key use field)

The Provider's CA certificates must contain extensions that specify what the certificates can be used for.

6.2 Private key protection and cryptographic module design

Each user creates and stores a private key using a reliable system for their security. The CA generates a key pair and sends it upon the user's request, informing the user of the rules for storing and protecting his private key.

6.2.1 Cryptographic module standards and controls

The private key of the Signatory/Creator or the authorised representative of the legal person shall only be used in a secure environment to create an advanced electronic signature/seal as required by Regulation (EU) No 910/2014.

The Provider must use hardware cryptographic modules that are certified to FIPS 140-2 Level 3 to protect the private keys of its issuing CAs. The modules shall be stored in secure areas to which only persons in trusted roles have access.

The Provider's private keys may be used exclusively for signing certificates and CRLs issued by the Provider.

CA equipment must be protected at all times from unauthorised access, including unauthorised physical access.

6.2.2 Private key (n of m), multi-person control

For Provider private key management operations (e.g. backup, generation, destruction), the appropriate number of authorized persons must be present at all times on a "K" of "N" designated authorized persons basis (4 of 8)

6.2.3 Saving the private key

The provider does not store or archive in any way the user's private key for the creation of the electronic signature/seal.

No provisions.

6.2.4 Private key backup

The Provider's private keys are generated and stored inside hardware cryptographic modules. If they need to be transmitted for the backup and recovery process, the private keys must always be transmitted in encrypted form. The transfer of private keys and their recovery in another hardware cryptographic module may only be carried out by authorised personnel in accordance with the rules set out in point 6.2.2.

6.2.5 Private key archive

See 6.2.3

No provisions.

6.2.6 Private key transfer to or from the cryptographic module

See 6.2.4

6.2.7 Storing the private key on the cryptographic module

The Provider's private keys, which are used in the creation of issued KCs for end users, can be stored in the HSM module itself in a readable form. All HSM modules of the Provider shall be operated in secure premises with regime access.

6.2.8 How to activate the private key

The Provider's private keys may only be activated by authorized persons within the meaning of clause 6.2.2.

During activation, each authorised person from the required number of authorised persons must insert his/her smart card into the HSM module and enter the password for it.

After activation, the keys in the HSM module are active until they are deactivated by an authorized person (CA administrator) or until the HSM module's power supply fails.

Holders of private keys to whom the Provider has issued a KC for the respective public key are solely responsible for the protection of their Holders' private keys.

6.2.9 How to deactivate the private key

Deactivation of the private key in the HSM module can only be performed by an authorized person (CA administrator) or by power failure of the HSM module or the keys are deactivated automatically when the sessions fail.

6.2.10 Method of destroying the private key

The Provider must ensure by technical and organizational measures that the private keys of the issuing CAs of the Provider cannot be used further after the end of its life cycle. A record must be made of the end of the CA private key life cycle and the technical and organisational measures taken, signed by all actors present.

6.2.11 Cryptographic module evaluation

See point 6.2.1.

6.3 Other aspects of key pair management

6.3.1 Public Key Archive

The Provider shall keep all public keys for which it has been issued a certificate in accordance with clause 5.5.2.

The public keys of the Signatories/Creators or authorized representatives of the PO are contained in the KCs issued to them, which are published in the certificate registry on the User's website.

6.3.2 Certificate operating periods and key pair usage periods

The duration of public key use is determined by the value of the field in the certificate describing the validity of the public key. The validity of certificates and their corresponding private keys may be shortened if the certificates expire.

The validity of the qualified certificates produced by the Provider and the usability of the key pair must not exceed the following values:

Type of certificate	Validity (maximum)
Issuing CA	30 years
KC for the end user	1 year

6.4 Activation details

When the User is present in person at the RA, the private key activation data is primarily used by the RA operator. Users use authentication and control access to their private key.

In cases where the Signer/Creator or an authorized representative of the PO generates a qualified certificate key pair, the PO itself creates and manages the activation data.

6.4.1 Generating and installing activation data

The activation data is used during the initial issuance of the certificate in the environment to create the advanced electronic signature/seal.

The access codes and unlocking environment for the creation of the advanced electronic signature/seal shall be provided to the Signatory/Creator or authorized representative of the PO in a stamped and opaque paper envelope or in electronic form through an alternative channel.

The KC Holders' activation data (password and OCRA token), which are linked to a specific KC Holder, must be handed over in a face-to-face meeting during the KC execution or online via video conference. The Holder must be advised of the method and need to change them and of the risks if the said changes are not made. The activation data may be in the form of an S/N token, a PIN, a password or a password divided into several parts based on the k/n principle, etc.

The activation data for the cryptographic modules used by the Provider's CA must be created in accordance with clause 6.2.2.

6.4.2 Activation of data protection

Holders are solely responsible for the protection of their private access data and PINs to the Holders' Hardware Token.

When the KC for the website is made, Holders must be advised by the Provider of the need to protect the private key with a strong password to authenticate the website , so that it cannot be misused during the entire period of its use.

Key pair intended for the KC publisher:

- must be generated in a security module that meets the minimum requirements of FIPS 140-2 level 2,
- any manipulation of the private key may only be allowed under the principle of multiple control, the minimum number of authorised persons required being four (4).

6.4.3 Other aspects of activation data

It must be ensured that the private keys of the issuing CAs are never left in unencrypted form outside the module where they are stored.

No one is to have access to the private signature key except the Holder.

PINs, pass-phrases, biometrics, or other mechanisms of equivalent authentication robustness must be used to protect access to the use of the private key.

Activation data for private keys belonging to certificates confirming individual identity must never be shared.

The activation data for private keys belonging to certificates confirming the identity of an organisation shall be known only to those authorised in the organisation to use the private keys.

6.5 Computer security checks

Brainit.sk uses only reliable and secure hardware and software that are part of the Provider's computer system.

Computer systems that operate all critical components of the Provider's infrastructure shall be equipped and configured with means of local software protection and information access.

The Provider shall use procedures to manage information security across its infrastructure with generally accepted international standards.

6.5.1 Specific technical requirements for cyber security

The Provider must perform all functions of a qualified trust service provider using a trusted system that meets the requirements defined in the Provider's IS security design.

A provider issuing KCs may be guided in the provision of its services by the information security requirements for a trust service provider as defined in ETSI EN 319 411-2 " Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates; Part 2: Requirements for trust service providers issuing EU qualified certificates.

All systems must be regularly checked for malicious code and protected against spyware and viruses.

6.5.2 Cyber security assessment

No provisions.

6.6 Measures and security in the life cycle

All hardware changes are monitored and registered by the Provider's authorized personnel. When new hardware is purchased, it is supplied with the necessary operating procedures and instructions for use. The functionality of the technological system is supervised and ensured to function properly and in accordance with the supplied production configuration.

6.6.2 System development checks

The Provider's applications for the needs of the Provider's system shall take into account the measure of security of the development environment, personnel security, security of configuration management in the maintenance of the systems, within the technical procedures of software development, within the software development methodology and layering and its modularity.

6.6.3 Safety management controls

The Provider must use tools and procedures to determine whether the operating systems used within the Provider's CA and the network connections used still meet the set level of security.

These tools and procedures should include checking the integrity of security software, firmware and hardware to ensure they are working properly.

6.6.4 Life cycle safety measures

No provisions.

6.7 Network security controls

The provider must have measures in place to ensure network security, including the security of firewalls.

The provider uses modern technical means of information exchange and protection to ensure network security of systems against external interference and threats.

6.8 Time stamp

The Provider shall purchase time stamps from external entities that have the status of a qualified trust service provider and provide a qualified trust service for the execution of a qualified electronic time stamp within the meaning of the provisions of Regulation (EU) No 910/2014 (eIDAS). These time stamps will be used in the Application, in the SIGNING section, when signing KC documents. If the Customer/Recipient is interested, he/she can also order a qualified trust service for storing qualified electronic signatures/seals, where, after signing a document, this signature/seal is stored with the Provider together with the calculated hash of the document with an internal time stamp (ISO 14533-4 - TStOCSP), while at regular intervals, still during the validity of the previous time stamp, in order to prolong the trustworthiness of the qualified electronic signature and the seal also for the period after the expiration of their technological validity.

6.9 Storage service for qualified electronic signatures/seals

The process for storing signatures and seals will meet the requirements according to ETSI document TS 119 511 V1.1.1 (2019-06) using the Temporary Storage Service with internal time stamp (according to ISO 14533-4 - TStOCSP).

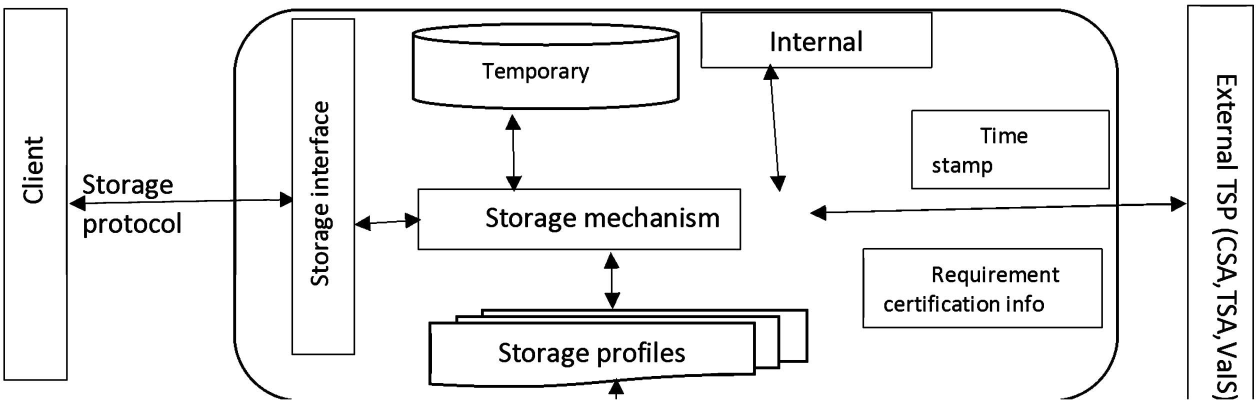
The Qualified Electronic Signature/Seal Temporary Storage Service will store one or more calculated hash values from files received from the Customer and subsequently delete them. The service will not store files received from the Customer.

Theretention service will make evidence available to the Customer for the period of time requested by the Customer and agreed to by the Provider. Once the preservation service has produced the evidence, it will be available to the Customer on request via the application for the duration of the time period of the preservation of the evidence. This time period may be extended by mutual agreement between the Customer and the Provider.

The storage service may contact external trust service providers to obtain the information needed to create the evidence to be stored. These may be external Certificate Authorities (CAs), external Time Stamp Authorities (TSAs), external Signature or Seal Creation Services (SigS) or Validation Services (ValS).

The preservation service will use an internal or external timestamp authority for the creation of preservation evidence.

The storage service will monitor the cryptographic algorithms used inside its active profiles and change the group of algorithms used if necessary (for example, if a vulnerability is found). The stored evidence will be created according to the active profiles and modified if necessary.



7. CERTIFICATE, CRL AND OCSP PROCESSES

7.1 Certificate Profile

The KC profiles, Certificate Revocation List (CRL) profiles and the response in the form of certificate validity information provided via the OCSP protocol shall be centrally determined by the PMA and neither the persons holding the service levels (roles) may arbitrarily change the structure of these profiles or responses.

According to Article 28(3) and Article 38(3) of the eIDAS Regulation, qualified certificates for electronic signatures/ seals may contain optional additional specific attributes. These attributes shall not affect the interoperability and recognition of advanced electronic signatures/ seals .

The structure of the KCs produced by the Provider may only be changed at the decision of the PMA member in charge.

Qualified certificate profiles shall conform to the format described in the X.509 version 3 standard. An X.509 version 3 certificate is a data set that uniquely authenticates the public key for the originator of an advanced electronic signature/seal.

7.1.1 Version numbers

This CP only allows KC profiles compliant with the X.509 version 3 standard.

7.1.2 Certificate parameters

Version (Version)	V3 (value 0x2)
Serial number	Unique number assigned by the Provider > 0
Issuer Signature Algorithm	sha256WithRSAEncryption (1 2 840 113549 1 1 11)
Issuer	Unique X.500 distinguished name of the Provider
Valid from (Valid from)	Start of certificate validity (UTC time)
Valid to (Valid until)	Certificate expiration (UTC time)
Subject ()	See section 7.1.5.1; 7.1.5.2; 7.1.5.3; 7.1.5.4 for the content of the individual items for each type of KC **C (countryName)** = **Country: the** two-character ISO 3166 country code of the nationality of the natural person as indicated in the identity document provided. **CN (commonName)** = **Full name**: The full name of the natural person in roman characters according to the identity document. **G (givenName)** = **First name**: The name of the natural person in roman characters according to the identity document. **S (surname)** = **Surname**: The surname of the natural person in roman characters according to the identity document.

	SERIALNUMBER (serialNumber) = National identifier of a natural person according to ETSI EN 319412-1, clause 5.1.3. Example: PNOSK-1234567890 *(birth number*) **dateOfBirth** = Date of birth expressed in ZULU format, for example: 19801220120000Z. **placeOfBirth*** = place of birth **gender** = sex of the natural person **stateOrProvinceName*** = current residential address: name of the region, state or province **localityName*** = current home address: city name **streetAddress*** = current home address: street name, number or floor **telephoneNumber*** = mobile phone number emailAddress* = email address **Title*** = Occupation/position/profession **O** (organisationName)** = Name of the legal entity: full name according to the certificate of registration of the legal entity with which the natural person is associated **organizationIdentifier** = legal entity identifier according to ETSI EN 319 412-2, clause 5.1.4. Example: NTRSK-123456789 (PIN)
Public key	The public key for which the certificate is made (RSA, min. size 3072 bit)
Extensions	See Table 5 for a list of extensions in KC

* - Fields marked with an asterisk (*) do not need to be included in the certificate

** - Fields marked with two asterisks(**) - attributes of the legal entity organizationName and organizationIdentifier are filled in only if the natural person is a representative of the legal entity. If no attributes for organisationName and organisationIdentifier are filled in, the attribute identifying the link to the legal person (id-etsi-qcs-SemanticId-Legal) will be left blank.

7.1.3 Certificate Extension

Name of the extension	ASN.1 Name and OID/Description	Presence	Criticality

AuthorityInfoAccess	{id-pe-authorityInfoAccess}
	{1.3.6.1.5.5.7.1.1}
	Specifies (http:// ... p7c, certificate or also ldap://...) the address to obtain certificates issued for the issuer of this certificate and the address to OCSP.
		Yes	No

subjectKeyIdentifier	{id-ce-subjectKeyIdentifier}
	{2.5.29.14}
		Yes	No

	The Certificate Holder's public key identifier.		

authorityKeyIdentifier	{id-ce-authorityKeyIdentifier}
	{2.5.29.35}
	The public key identifier of the CA that issued this certificate.
		Yes	No

certificatePolicies	{id-ce-certificatePolicies}
	{2.5.29.32}
	Identifies the certification policies under which the certificate was issued.
		Yes	No

crlDistributionPoints	{id-ce-CRLDistributionPoints}
	{2.5.29.31}
	Specifies how and from where a CRL can be obtained.
		Yes	No

QCstatements	{id-pe-qcStatements} {1.3.6.1.5.5.7.1.3} A specific statement regarding the EU Qualified Certificate: esi4-qcStatement-1 esi4-qcStatement-2 esi4-qcStatement-4 esi4-qcStatement-5 esi4-qcStatement-6	Yes	No

BasicConstraints	{id-ce-basicConstraints}
	{2.5.29.19}
	Identifies the type of certificate (end entity, CA).
		Yes	Yes

keyUsage	{id-ce-keyUsage}
	{2.5.29.15}
	Defines the purpose for which the private key whose public key is part of this certificate is used.
		Yes	Yes

extKeyUsage	{id-ce-extkeyUsage} 2.5.29.37 Defines the extended use of the private key whose public key is part of this certificate.	Yes in KC for website authentication	No

SubjectAltNames	{id-ce-subjectAltName}
	{2.5.29.17}
	This extension contains one or more alternate names, using any of a range of name forms for the entity that is bound by the CA to the public key.
		Yes
		in KC for website authentication
			No

7.1.4 Algorithm object identifiers

Signature Algorithm for KCs (Signature Algorithm)

sha256RSA OID: 1.2.840.113549.1.1.11

7.1.5 Forms of names

For a natural person, the first name(s) in the givenName (GN) field and the last name(s) in the Surname (SN) field must be entered in the KC for the electronic signature. The first name(s) and surname(s) together in the form specified by the Holder/Customer shall still be entered in the commonName (CN) field.

For a legal entity, the KC for the electronic seal must contain its official name in the Organization field and its other identifier, if any, in the organizationIdentifier or serialNumber or both.

For a Web site, the KC for authenticating the Web site must specify the exact domain name (FQDN) in the CN field and also in the subjectAltName extension.

The certificate of the issuing CA must always include the Provider identifier in the form "CA NFQES".

The structure of the certificates issued by the Provider may only be changed at the PMA's discretion.

Key lengths and KC validity: public key

- RSA, length minimum 3092 bit ov
- EC, minimum length 256 bits

7.1.6 Restrictions on names

No provisions.

7.1.7 Certification policy identifier

See chapter 1.2

7.1.8 Using extensions to restrict the policy

This extension is not used.

7.1.9 Syntax and semantics of politics

Each KC issued under this policy shall contain its identifier in the form of an OID (see clause 1.2) in the id-ce-certificatePolicies extension (2.5.29.32).

In addition, each SSL certificate must contain an identifier in the form of an OID (2.23.140.1.2.2.2) that the certificate is made as an SSL certificate where the organisation (legal entity or natural person) that has control of the exact domain name (FQDN) specified in it has been authenticated.

7.1.10 Extension

No provisions.

7.2 Profile of CRL

7.2.1 Version numbers

CRLs issued by the Provider must be CRL version 2.

CRLs must be issued by the same CA of the Provider as the certificate.

The CRLs issued shall comply with RFC 5280 "Internet X.509 Public Key Infrastructure Certificate and CRL Profile".

7.2.2 CRL and CRL input extensions

Extensions to the CRL issued

Name of the extension	Required	Criticality
Authority Key Identifier (OID: 2.5.29.35)	YES	NO
CRL Number (OID: 2.5.29.20)	YES	NO
Issuing Distribution Point (OID: 2.5.29.28)	YES	YES
id-ce-expiredCertsOnCRL (OID: 2.5.29.60)	YES	NO

7.3 Profile of OCSP

7.3.1 Version numbers

If the Provider issues OCSP responses, these must be in accordance with RFC 6960 "X.509 Internet Public Key Infrastructure Online Certificate Status Protocol - OCSP". If OCSP responses will be issued by separate OCSP responders for each of the Provider's CAs issuing KCs, their signing certificates shall be signed by the corresponding Provider CAs and shall include an extension for the use of the OCSP Signing Key (1.3.6.1.5.5.5.7.3.9).

7.3.2 OCSP Extensions

Extensions in the OCSP response

Name of the extension	Required	Criticality
id-commonpki-at-certHash (OID: 1.3.36.8.3.13)	YES	NO
id-pkix-ocsp-nonce (OID: 1.3.6.1.5.5.7.48.1.2)	NO	NO
id_pkix_ocsp_archive_cutoff (OID: 1.3.6.1.5.5.7.48. 1.6)	YES	NO

8. COMPLIANCE AUDIT AND OTHER ASSESSMENTS

The audits carried out by the Provider concern the processing of information data and the management of key procedures. The Provider shall carry out at least one internal audit per year and shall be audited at least once every 24 months by a conformity assessment body.

The purpose of the audit is to confirm that the Provider as a qualified certification service provider and qualified certification service providers meet the requirements set out in Regulation (EU) No 910/2014 or the requirements set out in the eIDAS Regulation.

8.1 Frequency or circumstances of assessment

The provider shall be audited by a conformity assessment body at least every 24 months for the qualified trust services it provides.

8.2 Identity/qualifications of the assessor

The conformity assessment body and its authorised auditors shall comply with the requirements of ETSI EN 319 403 "Electronic Signatures and Infrastructures (ESI); Trust Service Provider Conformity Assessment - Requirements for conformity assessment bodies assessing Trust Service Providers" at least in version 2.2.2.2 in accordance with the NSA certification scheme that governs the requirements of this EN.

8.3 Relationship of the evaluator to the evaluated entity

The person auditing the Provider shall comply with the Auditor Code of Conduct as defined in Annex A of ETSI EN 319 403 at least in version 2.2.2.

8.4 Topics covered by the evaluation

The purpose of the audit is to confirm that the Provider as a qualified trust service provider and the qualified trust services it provides meet the requirements set out in Regulation (EU) No 910/2014 or the requirements set out in eIDAS Regulation.

8.5 Measures taken as a result of the shortfall

Reports on internal and external audits shall be sent to the Provider. On the basis of the assessments contained in the report, the PMA shall establish appropriate measures and deadlines for correcting the identified gaps and irregularities. The Provider's staff shall take concrete steps to remedy them within the time limits set.

When the auditor identifies a discrepancy between the Provider's operations and the applicable requirements or provisions of the CP and issued CPS, the following actions must be taken:

- the auditor must notify the entities defined in paragraph 8.6 of the discrepancy,
- the discrepancy must be recorded,
- The PMA must determine the appropriate remedial action.

8.6 Announcement of results

The conformity assessment body must submit the results of the audit in writing to the audited body, which must implement and take the necessary corrective actions on the basis of the results. The implementation of the corrective measures shall be brought to the attention of the conformity assessment body.

Within three working days of its receipt, the Provider is obliged to submit the resulting conformity assessment report to the Supervisory Authority.

9. OTHER BUSINESS AND LEGAL MATTERS

9.1 Fees

It is the Provider's obligation to publish in an appropriate manner the valid price list of its qualified trust services or information on which contractual conditions it is possible to obtain qualified trust services.

Fees for qualified trust services provided by the Provider shall be paid by the Customer.

9.1.1 Fees for the issue or renewal of a certificate

The Provider publishes the current price list of its services via its website (see Chapter 1).

The Provider may also agree the prices of certificates with the Customer individually, e.g. on the basis of a contract or a quotation and a binding order. In this case, the general price list shall not apply to the provision of the Provider's services.

9.1.2 Fees for access to the certificate

The Provider shall provide online access to information on issued Qualified Certificates free of charge to the Cooperating Parties via its website (see Chapter 1).

9.1.3 Fees for appeal or access to status information

The Provider provides a free certificate revocation service as well as a certificate status verification service consisting of issuing CRLs and OCSP responses to the Cooperating Parties.

9.1.4 Charges for other services

The Provider may also charge fees for other associated trust services requested by the Customer in accordance with the applicable price list or on the basis of an individual agreement with the Customer.

9.1.5 Refund Policy

The Provider may refund payment for services provided to the Customer in justified cases, based on a reasoned request by the Customer and its individual assessment.

9.2 Financial responsibility

The provider must have sufficient resources to perform the trust services it provides and/or obtain appropriate liability insurance to remain solvent and, where appropriate, be able to indemnify in the event of a court order or settlement in relation to the provision of those services.

9.2.1 Insurance cover

The Provider must be insured against possible damages that may be caused to Certificate Holders or third parties in connection with the provision of trust services.

9.2.2 Other assets

No provisions.

9.2.3 Insurance or guarantee for end-users

No provisions.

9.3 Confidentiality of business information

Both the Customer and the Provider are obliged to access the data obtained in connection with the provided qualified certification services in accordance with the relevant legislation.

9.3.1 Scope of confidential information

Confidential information subject to appropriate protection is:

- internal infrastructure (e.g. documents, procedures, files, scripts, passwords, pass phrases, etc.) used for the operation of the Provider, including its RA, the Provider's private keys used for signing the executed KCs,
- OCSP responder private keys used to sign responses to requests to confirm the existence and validity of the KC,
- personal data of Certificate Holders subject to protection under the Personal Data Protection Regulations.

and, where applicable, other technical, commercial or manufacturing data or other information which is not publicly available and which is marked as confidential by the Customer or the Provider. Confidential information may include, but is not limited to, data, specifications, analyses, commercial information, know-how, documentation, procedures and processes, information relating to clients or business partners or other information from the Provider's or its Customers' information system in any form.

All confidential information is to be treated as sensitive information and access to it is to be restricted to those who strictly need the information in order to carry out their duties.

9.3.2 Information which does not fall within the scope of confidential information

Confidential information is not, or ceases to be, information that:

- are publicly available at the time of their adoption by the other party, or subsequently become so without the other party having breached its obligations under this Policy; or
- were known to the other party by their disclosure in connection with the trust services provided, or
- has been demonstrably obtained by the other party from a third party who is demonstrably authorised to disseminate such information; or
- have been independently developed by the other party without tampering with confidential information; or
- are common knowledge despite their designation as confidential by the other party.

9.3.3 Responsibility for the protection of confidential information

Both the Provider and the Customer are obliged to protect confidential information from disclosure and to refrain from using it or disclosing it to a third party in the event of obtaining confidential information or accessing it.

In the event that confidential information should be provided or disclosed to a third party in the performance of its activities for the Provider, the Provider shall enter into a confidentiality agreement with the third party, or a contract on the provision of confidential information, which also contains the above obligations.

The Provider may disclose certain confidential information to a third party in certain circumstances, in particular in the case of:

- compulsory disclosure in criminal, civil or administrative proceedings,
- mandatory provision of information to the supervisory authority,
- the provision of information at the request of the data subject.

9.4 Privacy Policy

The Provider is registered as a personal data controller within the meaning of the Personal Data Protection Act. The Provider strictly observes the requirements for confidentiality and non-dissemination of personal data of the Customer/Holder or authorized representatives of legal entities with which it is familiar as a provider of qualified certification services.

9.4.1 Data Protection Plan

The Provider must comply with the requirements of the Personal Data Protection Regulations when processing personal data.

The Provider shall ensure the confidentiality and integrity of personal data obtained in the process of issuing a qualified certificate, including in the case of their transfer between the Customer and the Provider or between the individual components of the Provider's system.

The Provider will retain certain personal data in order to comply with its legal obligations and to ensure the operation of its business activities.

For the purpose of informing the Holder/Customer about the processing of personal data carried out by the Provider in the provision of trust services, the Personal Data Processing Information is:

a) always available in electronic form on the Provider's website;
b) sent in electronic form to the Customer's/Holder's email address prior to the commencement of the provision of trust services; and
c) available in paper form from the Provider.

9.4.2 Information considered private

The Provider shall consider as private any personal data relating to an identified or identifiable natural person, such person being one who can be identified, indirectly or directly, in particular by reference to a generally applicable identifier or to one or more characteristics or attributes which constitute his or her physical, mental, economic, physiological, physiological, mental, cultural or social identity.

9.4.3 Information that is not considered private

The Provider may, in accordance with the Data Protection Regulations, define the types of information it processes in the provision of qualified trust services that are not considered personal data.

The Provider may make available or publish information about the issuance of a qualified certificate with the name of its Holder on its website on the basis of the written consent of the Certificate Holder.

9.4.4 Responsibility for the protection of private information

The Provider shall securely protect and store the personal data processed in connection with the production of the Qualified Certificate. It shall protect such data by taking appropriate security measures, in particular against unauthorised access, disclosure or alteration.

9.4.5 Notification and consent to the use of private information

The Provider is obliged to comply with the Personal Data Protection Regulations when fulfilling the information obligation towards the data subjects and when obtaining their consent to the processing of personal data.

9.5 Intellectual property rights.

The Provider is the copyright holder of all documents, procedures, procedures, rules, databases, policies, certificates and private keys that are part of the Provider's infrastructure and that have been created by the Provider.

The various data included in the Provider's qualified certificates or published in the registry/repository are subject to intellectual property rights and other proprietary and intangible rights.

The user key pair and the corresponding public key certificate issued by the Provider, as well as the corresponding secret material, are the property of the Provider regardless of the ownership of the physical environment in which the keys are stored and protected.

9.6 Declarations and warranties

The Provider, through this CP and the Certificate Issuance Agreement, expresses the legal assumptions for the use of the issued Qualified Certificates by their Holders and Relying Parties.

9.6.1 CA representations and warranties

No warranties or representations are made by the Provider with respect to the trust services provided, except as set out in this CP and the CPSs that follow.

The Provider reserves the right, if it deems it appropriate, to change these declarations at its own discretion or in accordance with applicable legislation.

To the extent set out in the individual parts of this CP or the issued CPS, the Provider declares:

- comply with its obligations under this CP, the issued CPS as well as other published policies and procedures, including the Information Security Policy,
- fulfilling its obligations under Regulation (EU) 910/2014 and national regulations in the exercise of its activities as a qualified certification-service-provider,
- fulfilling its obligations under the eIDAS Regulation and the applicable legislation of the Slovak Republic,
- immediately informing the subjects concerned in the event of compromise of their private keys in accordance with this CP,
- implementing security mechanisms, including mechanisms for private key generation and protection, relating to the protection of its PKI infrastructure,
- the availability of printed or electronic versions of this CP and other published policies online,
- the fact that the Holder becomes or is the owner of the private key at the time of execution of the Qualified Certificate under this CP,
- the accuracy of the information contained in the executed qualified certificates to the best of the Provider's knowledge and compliance of the issued qualified certificates with the requirements of the eIDAS Regulation,
- Compliance with the Data Protection Regulations in the handling of Holders' personal data,
- Issuing qualified certificates for electronic signature/seal after verification of the information specified by law,
- termination or suspension of certificates under the terms and conditions described in this CP

9.6.2 RA Declaration and Warranties

The internal registration authority providing qualified trust services to the Provider declares the same representations and warranties as the CA (see Section 9.6.1)

9.6.3 Declarations and warranties of participants

Except as otherwise provided in this CP or the relevant agreement with the Holder/Customer, the Holder shall be solely responsible for:

- Generation of the public key/private key pair in case the key for the KC request is generated by the user,
- providing accurate and correct information in communication with the Provider,
- read and agree to all the terms and conditions set out in this CP and its associated policies, which are available on the Provider's repository (see Chapter 1),
- use of issued KCs only for legal and authorisation purposes in accordance with this CP,
- terminate the use of the KCs if any information in them proves to be misleading, outdated or incorrect,
- use its best efforts to prevent compromise, loss, declassification, modification or any unauthorized use of the private key corresponding to the public key contained in the KC issued by the Provider.

9.6.4 Representations and warranties of the relying parties

See chapter 10 of the document General terms and conditions of provision and use of the trusted service of issuing and verifying certificates brainit.sk, s.r.o., the current version of which is available on the Provider's website (https://zone.nfqes.sk/).

9.6.5 Representations and warranties of other participants

No provisions.

9.7 Disclaimer of warranties

The Provider is solely liable under Article 13 of the eIDAS Regulation for damage caused by the failure to comply with its obligations under the eIDAS Regulation .

9.8 Limitations of liability

The Provider shall not be liable for consequential losses or indirect damages incurred by Customers or relying parties in connection with the use of the Trust Services.

The Provider shall not be liable for damages (including lost profits) incurred by the Certificate Holder/Customer, the Relying Party or any third parties due to:

a) breaches of obligations by the Certificate Holder/Customer or Relying Party set out in generally applicable law, the relevant contract, the General Terms and Conditions or the Provider's policies, including the obligation to exercise reasonable care in the use of and reliance on the Certificates;
b) failure of the Certificate Holder/Customer to provide the necessary cooperation;
c) the technical characteristics, incompatibility, configuration, unsuitability or other defects of the software or hardware used by them;
d) using or relying on a certificate that has expired or been revoked;
e) use of the certificate by the Certificate Holder/Customer in violation of the Contract, the General Terms and Conditions or the Provider's policies;
f) that the certificate has been used in violation of its designation, purpose or limitations specified in the certificate, in these General Terms and Conditions or in the Provider's policies;
g) non-delivery or delay of requests to verify the status of the certificate to the Provider, for reasons that are not on the Provider's side (in particular, cases of unavailability or congestion of the Internet network or defects in the equipment or technical equipment used by the verifier);
h) failure to provide any of the trusted services or their unavailability during planned maintenance or reorganization announced on the Provider's website;
i) the action of a higher power;

The Provider shall not be liable for damages incurred by the Relying Party due to its failure to follow Chapter 10 of the General Terms and Conditions and this CP when relying on the Provider's KC and trusted services, or on the qualified electronic signature or seal made on their basis. or the Relying Party Information.

From the moment when the device on which the private key to which the KC belongs is stored is acquired by the Holder, the Provider shall not be liable:

a) for the protection of the device on which the KC and the private key are stored, or for the protection of the access codes necessary for its use;
b) for the unauthorised person taking possession of the device or the private key;
c) for damages caused by the use of the private key or the KC if the Holder/Customer does not act in accordance with his/her obligations, in particular if the private key is seized by an unauthorized person and the Holder/Customer does not request the Provider to cancel the KC or if he/she does not notify the Provider of changes in the data.

The liability of the Customer/Holder or the authorized representative of a legal entity arises from the performance of his/her duties. The terms of liability are governed by the contract with the Provider. The Customer/Recipient or the authorised representative of a legal entity shall be liable to the Provider and the relying parties if:

- used an algorithm and environment to create an advanced electronic signature/seal that does not meet the requirements of Regulation (EU) No 910/2014 when creating the private-public key pair
- it does not meet the security requirements set by the Provider
- does not request the Provider to suspend or terminate the KC after becoming aware that the private key has been misused or compromised by improper use
- made false statements to the Provider regarding the content or issue of the KC

The Customer/Recipient or the representative of the legal entity is responsible for the content of the attachments and the consequences of their use.

9.9 Compensation

Whoever breaches his/her duty or any obligation arising from this CP, the Contract and the General Terms and Conditions is obliged to compensate for the damage caused to the other party, except in cases where the liability of the entity for damages is excluded. Damages shall be deemed to be actual damage, loss of profit and costs incurred by the injured party in connection with the damage event.

Whoever breaches his duty or any obligation arising from this CP, the Contract and the General Terms and Conditions, may be released from liability for damages only if he proves that the breach of duty or any obligation was due to circumstances excluding liability - force majeure.

9.10 Duration and termination

9.10.1 Deadline

This version of the CP is valid from the date of its entry into force, i.e. 6.12.2022, until it is replaced by a new version. Details of the change history of this CP are set out at the beginning of the document under "Change History".

9.10.2 End

The validity of this version of the CP shall expire on the date of publication of a new version with a higher number than 2.0, or on the date of termination of the activity of provision of qualified trust services by the Provider at the time of its validity. All revisions to the CP and CPS that are listed in the change history for the document must be made available to Holders/Customers and/or Relying Parties.

9.10.3 Termination and survival effect

In the event that this document is not replaced by a new version and at the time of its validity the provision of qualified trust services by the Provider is terminated, all provisions of this CP relating to the Provider shall be complied with and the Provider shall be obliged to comply with the provisions of this CP after the termination of its activity.

9.11 Individual notifications and communication with participants

The Provider's communication with the internal RA must be made officially via authorized email communication between the Provider's designee and the RA's designee, unless otherwise specified in the contract.

9.12 Amendments

9.12.1 Amendment procedure

Updates to the CP shall be made on the basis of its review, which shall be carried out at least once a year from the approval of the version currently in force. The review must be carried out by an authorised employee of the Provider who must, on the basis of the results of the review, draw up a written proposal for any proposed changes.

Approval of the proposed changes must be made by an authorized PMA member. Proposed changes must be considered within 14 days of receipt. After the expiry of the time limit for consideration of the proposed change, the PMA must accept, accept with modification or reject the proposed change.

Errors, update requests or proposed changes to the CP shall be communicated to the contact referred to in clause 1.5.2. Such communication shall include a description of the change, the rationale for the change and the contact details of the person requesting or proposing the change.

All approved changes to the CP must be brought to the attention of the entities concerned within one week prior to their entry into force, through the publication and notification policy channels (see paragraph 2.2).

Each changed version of this CP must be numbered and filed so that the newer version has a higher version number than the one it replaces.

Corrections of typos, grammatical and stylistic errors shall not be considered as changes initiating a version change of this CP.

9.12.2 Mechanism and notification period

The provider must publish information regarding the current version of the CP via its website (see Chapter 1).

Internal staff shall be equally informed of the new version of this CP..

9.12.3 Circumstances in which the OID must be changed

Each policy must have its OID set by the Provider. The OID of this policy is specified in clause 1.2 and remains unchanged for each new minor version of the CP.

9.13 Dispute resolution provisions

The Holder/Customer has the right to send the Provider a complaint, suggestion or claim about the qualified trust service provided by email to ca@nfqes.sk. The Provider shall handle the complaint no later than within 30 days of its receipt, unless the parties agree otherwise. The handling of the complaint relates only to the description of the defect given by the Customer.

The courts of the Slovak Republic shall have exclusive jurisdiction to adjudicate any disputes between the Provider and the Certificate Holder/Customer. If the Certificate Holder/Customer is a consumer, any dispute may also be settled out of court.

In this case, he/she is entitled to contact the out-of-court dispute resolution entity, which is the Slovak Trade Inspection or another legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic and available on its website; the Holder/Customer has the right to choose which of the aforementioned alternative dispute resolution entities he/she will contact. Before proceeding to judicial or out-of-court dispute resolution, the Parties are obliged to first try to resolve the dispute by mutual agreement.

9.14 Applicable law

Legal relations between the Provider and the Certificate Holder/Customer are governed by the laws of the Slovak Republic.

The rights and obligations of the contracting parties not expressly provided for in the contract concluded between the Provider and the Customer, the General Terms and Conditions and this CP shall be governed in particular by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, Act No. 40/1964 Coll., the Civil Code, as amended, and other generally binding legal regulations of the Slovak Republic.

9.15 Compliance with applicable legislation

The Provider provides trust services in accordance with the applicable legislation in force in the Slovak Republic.

9.16 Miscellaneous provisions

No provisions.

10. Links

- 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, Regulation (EU) No 910/2014 and Corrigendum
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
- Act No. 272/2016 Coll. on trust services for electronic transactions in the internal market and on amending and supplementing certain acts (hereinafter referred to as the Trust Services Act)
- Act No. 18/2018 Coll. on Personal Data Protection
- Information on the processing of personal data (version 1.0)
- General Terms and Conditions of Provision and Use of the Trusted Service for the Execution and Verification of Certificates brainit.sk, s.r.o. effective from 1.12.2020 (version 1.1)
- SD Supervisory scheme for qualified trust services as defined by the supervisor
- ETSI EN 319 411-2 V2.1.1 (2016-02) Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates; Part 2: Requirements for trust service providers issuing EU qualified certificates
- ETSI EN 319 411-1 V1.1.1 (2016-02) Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates; Part 1: General requirements
- Internet X.509 Public Key Infrastructure Certificate Policy and Certification Practices Framework (RFC3647)
- Internet X.509 Public Key Infrastructure Certificate and Certificate Revocation List (CRL) Profile (RFC5280)
- X.509 Internet Public Key Infrastructure Online Certificate Status Protocol - OCSP (RFC6960)
- OCRA: OATH Challenge-Response Algorithm (RFC6287)