

**Krajowa Izba Rozliczeniowa S.A.**

**CERTIFICATION PRACTICE STATEMENT  
OF KIR S.A.  
for  
TRUSTED NON-QUALIFIED CERTIFICATES**

**Version 1.3**

## Document history

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## 1. FOREWARD

The “Certification Practice Statement of KIR S.A. for Trusted Non-Qualified Certificates”, hereinafter referred to as the “CPS” sets forth detailed solutions, including technical and organisational, that indicate the manner, the scope, and the terms and conditions for creating and applying certificates. The CPS also defines parties that participate in the process of provision of certification services, recipients of services, and entities that use certificates, their rights and obligations.

The CPS shall be used for issuing and managing trusted non-qualified certificates issued by Krajowa Izba Rozliczeniowa S.A., hereinafter referred to as “KIR S.A.”, under the SZAFIR Electronic Signature Support Centre.

The CPS has been prepared on the basis of recommendations in RFC 3647 (Certificate Policy and Certification Practice Statement Framework) and is aimed at satisfying information needs of all those participating in the PKI infrastructure described herein and supported by KIR S.A.

The general rules of procedure applied by KIR S.A. for provisions of certification services have been described in the “Policy of KIR S.A. for Trusted Non-Qualified Certificates” hereinafter referred to as the “Policy”. Details concerning implementation of the rules described in the Policy have been presented in this CPS.

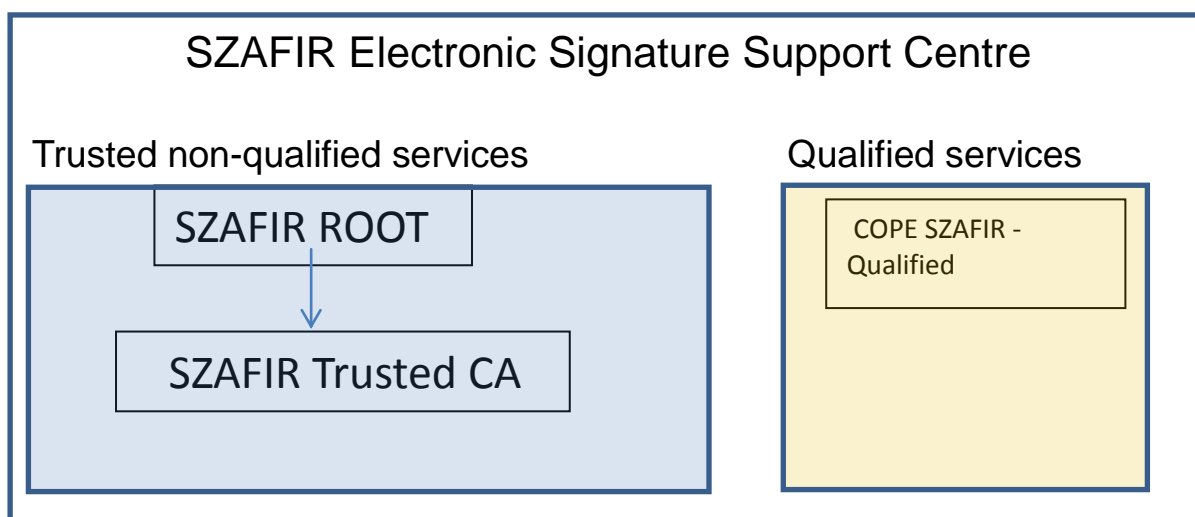
Definitions of the terms have been included in Clause 1.6 of the CPS.

### 1.1. Introduction

Trusted non-qualified certificates are issued by the SZAFIR Electronic Signature Support Centre. Provision of such services is performed in compliance with WebTrust requirements ([www.webtrust.org](http://www.webtrust.org)). The CPS defines the rules of their provisions, actions that are performed by certification authorities, registration authorities, and subscribers and trusted parties. Issuance of trusted non-qualified certificates, hereinafter referred to as the "certificates" shall be done irrespective of provision of qualified certification services.

KIR S.A. provides certification services in compliance with the requirements of the current version of the Baseline Requirements for the Issuance and Management of Publicly- Trusted Certificates published at [www.cabforum.org](http://www.cabforum.org). In the event of any discrepancies between the CSP and the said document, the document shall prevail over the CSP.

#### Diagram



## **1.2. Document Name and Its Identification**

The CPS has the following distinguished identifier (OID: 1.2.616.1.113571.1.2.1.1):

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571 ) id-szafir(1)
id-nkw(2) id-certPolicy-doc(1) id-szafir-kpc(1)
```

The current and the previous versions of the CPS are available at the web site [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl).

## **1.3. Participants of the PKI Infrastructure Described in the CPS**

The CPS describes the entire PKI infrastructure necessary for the provision of certification services that is operated at KIR S.A. Its major participants are:

- 1) the root certification authority – SZAFIR ROOT;
- 2) the operational certification authority – SZAFIR Trusted CA;
- 3) registration authorities;
- 4) recipients of certification services;
- 5) subscribers;
- 6) trusted parties.

### **1.3.1. Root Certification Authority**

The root certification authority – SZAFIR ROOT – is the certification authority that issues a certificate for itself (the so-called self-signed certificate) and certifies the SZAFIR Trusted CA certification authority that reports to it.

### **1.3.2. Operational Certification Authority**

The SZAFIR Trusted CA issues certificates for subscribers and provides information necessary for verifying certificates issued by it. Tasks involving acceptance of requests for issuance/suspension or revocation of certificates and issuance of certificates are carried out by registration authorities.

### **1.3.3. Registration authorities**

Registration authorities shall carry out tasks relating to support of recipients of certification services and subscribers. Their tasks, among others, include:

- 1) execution of agreements with recipients of certification services;
- 2) verification of identity of subscribers and their rights to receive certificates;
- 3) provision of certificates to subscribers;
- 4) acceptance and implementation of requests for suspension, revocation, or change in the certificate status following suspension.

Tasks of registration authorities are carried out by organisational units of KIR S.A.

A list of units carrying out tasks of registration authorities together with their office hours is available at the web site of [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl).

#### **1.3.4. Subscribers**

A subscriber can be a natural person, a legal person, or an organisational unit without corporate existence whose data has been or is to be entered into the certificate.

In case of certificates issued to entities other than a natural person actions provided in the CPS for a subscriber, including confirmation of certificate reception, confirmation of having a private key, acceptance of the certificate contents, determining the PIN and PUK codes, or passwords for requesting revocation and suspension of the certificate shall be performed by a person authorised by the recipient of certification services. This person is also charged with obligations relating to protection of the private key.

#### **1.3.5. Recipients of Certification Services**

The term of a recipient of certification services shall mean a natural person, a legal person, or an organisational unit without corporate existence that has concluded an agreement with KIR S.A. for provision of certification services consisting in issuance of certificates. Pursuant to an agreement the recipient of certification services may order certificates for individual subscribers.

#### **1.3.6. Trusted Parties**

A trusted person shall be understood to mean a natural person, a legal person, or an organisational unit without corporate existence that shall undertake actions or any decision trusting electronically or digitally signed data or the signature data with the use of a public key contained in the certificate issued by KIR S.A. or the issuer certificate of KIR S.A.

A trusted party should pay attention to the type of a certificate and the policy pursuant to which it has been issued.

### **1.4. Appropriate Uses of the Certificate**

Certificates issued in accordance with the CPS shall be used to provide integrity, confidentiality, and non-repudiation of sent data.

Certificates that have been issued in accordance with the CPS are not qualified certificates within the meaning of the Electronic Signature Act of 18 September 2001 (Journal of Laws No. 130, item 1450, as amended), hereinafter referred to as the "Electronic Signature Act". A digital signature verified with the use of such certificates does not have legal consequences equalling those of a hand-affixed signature.

Certificates may contain data and be used to identify entities other than natural persons.

#### 1.4.1. Types of Certificates and Recommended Areas of Use

No.	Certificate Type	Recommended Uses
1.	Standard Certificates	For protection of information sent electronically, using mainly e-mail, for authorising access to systems, customer authentication in SSL connections. It allows signing and encrypting data in an electronic form and authenticating subscribers.
2.	Certificates for Code Signing	For securing codes of programs and confirming authenticity of their origins by affixing a signature under this type of code.
3.	VPN Certificates	For confirming identity of routers in both local and Internet networks. It allows creating virtual private networks by setting up encrypted connections.
4.	SSL Certificates	For securing www servers and confirming their authenticity. It allows setting up an SSL encrypted connection between servers that have such certificates, and also providing secured logging to customers.
5.	Test Certificates	For testing co-operation of the certificate with solutions used or developed by a recipient of certification services or a subscriber.
6.	ELIXIR Certificates	For protecting information sending within ELIXIR and EuroELIXIR systems. This kind of certificates are issued only for Participants of ELIXIR and EuroELIXIR systems.

Test certificates may be issued for each type of certificates referred to in items 1 to 4 in the above table. Such certificates do not provide any guarantee about identification of the subscriber that uses such certificate.

All certificates issued under the CPS shall be used in compliance with their intended purposes and by entities that have been so authorised. Certificates should be used in applications that have been prepared for that and that satisfy at least the requirements specified below:

- 1) proper security of the source code and work performed in a safe operational environment;
- 2) proper support of cryptographic algorithms, the hash function;
- 3) proper management of certificates, public and private keys;

- 4) verification of statuses and certificate operational periods;
- 5) proper manner of informing the user about the condition of the application, status of certificates, verification of signatures.

#### **1.4.2. Prohibited Areas of Use**

Certificates issued pursuant to the CPS are not allowed to be used outside the stated areas of use. It is also prohibited to use certificates by unauthorised persons.

### **1.5. CPS Administration**

The CPS shall be subject to changes relative to business and technological needs. The current version of the CPS shall be binding. The previous version of the CPS is effective until the next binding version has been published. Working versions shall not be published.

Work on amendments and updates of the CPS have been performed by an organisational unit of KIR S.A. that is responsible for the provision of certification services. An organisation that is responsible for managing the CPS:

Krajowa Izba Rozliczeniowa S.A.  
ul. rtm. W. Pileckiego 65  
02-781 Warszawa  
Poland

#### **1.5.1. Contact Particulars**

Any correspondence related to the provision of certification services shall be directed to the address of the registered seat of KIR S.A.:

Krajowa Izba Rozliczeniowa S.A.  
Biuro Obsługi Klienta [Customer Service Point]  
ul. rtm. W. Pileckiego 65  
02-781 Warszawa  
with an annotation reading "certyfikaty" [certificates]  
tel. 0-801 500 207  
e-mail: [bok@kir.com.pl](mailto:bok@kir.com.pl)

or to addresses of branches of KIR S.A., if so agreed or the customer service procedure set forth by KIR S.A. so provides.

#### **1.5.2. Entities Defining Validity of the Rules Provided in the CPS**

The update of the principles set forth herein and other documents concerning provision of certification services is the responsibility of an organisational unit of KIR S.A. that is responsible for the provision of certification services.

#### **1.5.3. CPS Approval Procedures**

The CPS shall be approved by the Management Board of KIR S.A. After approval it shall receive a status as effective with indication of its effective date. It is published on the websites of KIR S.A. on that date at the latest.

## **1.6. Definitions and Abbreviations**

**Operator** – a natural person authorised by KIR S.A. who is involved in registration of subscribers and/or reception of requests for issuance, suspension, and revocation of certificates.

**Private Key** – data used for affixing an electronic signature or signature data within the meaning of the provisions of the Digital Signature Act or for affixing a digital signature.

**Public Key** – data used to verify an electronic signature or signature data within the meaning of the Digital Signature Act or data for verification of a digital signature.

**Pair of Keys** – a private key and a public key accompanying it.

**Digital Signature** – data in a digital form that together with other data to which it has been attached or is logically linked is used to identify a subscriber who is not a natural person.

**Agreement** – an agreement for the provision of certification services.

## **2. RESPONSIBILITY FOR PUBLICATION AND COLLECTING INFORMATION**

### **2.1. Repository**

Information concerning certification services provided by KIR S.A., including information about the manner in which Agreements are concluded, orders for and renewals, suspension, and revocation of certificates are processed shall be made available to all interested parties at the website of KIR S.A. or in the branches of KIR S.A. at [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl).

All certificates that have been issued by KIR S.A. shall be kept at KIR S.A. for the period of at least 5 years as from the beginning of the operational period of certificates.

### **2.2. Publication of Information in the Repository**

Publication of information in the repository shall be made either automatically or following approval by authorised persons. Basic information that is published in the repository shall include:

- 1) certificate of the SZAFIR ROOT certification authority;
- 2) certificates issued by the SZAFIR ROOT certification authority;
- 3) lists of suspended and revoked certificates (CRLs) issued by SZAFIR ROOT and SZAFIR Trusted CA;
- 4) templates of agreements and orders;
- 5) descriptions of procedures of obtaining, renewing, suspending and revoking certificates;
- 6) current and previous Policies and CPSs;

- 7) reports on audits carried out by authorised institutions;
- 8) additional information.

### 2.3. Frequency of Publication

The frequency of publishing individual documents and data has been presented in the table below:

1.	Certificates of certification centres	Each time and immediately after new certificates have been generated.
2.	CRLs	For SZAFIR ROOT CA – not less seldom than once a year or after certificate suspension or revocation.  For SZAFIR Trusted CA – not less seldom than every 24 hours or after certificate suspension or revocation. Updates of lists shall be done within 1 hour from certificate suspension or revocation. The permitted period of delay in suspending or revoking a certificate may be 24 hours.
3.	Templates of agreements and orders	Each time when they are amended or updated.
4.	Descriptions of procedures of obtaining, renewing, suspending and revoking certificates	Each time after procedures have been amended or updated.
5.	Current and previous Policies and CPSs	Pursuant to Chapters 9.10 to 9.12.
6.	Reports on audits carried out by authorised institutions	Each time after audit completion and reception of the report.
7.	Additional information	Each time it has been updated or changed.

### 2.4. Depository Access Control

All information published in the repository at the websites of KIR S.A. shall be available for all interested parties.

Information published in the repository is protected against unauthorised changing, adding, and removing and is stored with back-up copies.

In case of any actions undertaken by unauthorised entities or persons that could violate integrity of published data, KIR S.A. shall immediately take legal measures against such entities and shall exercise its best efforts to have proper data published in the repository again.

### 3. IDENTIFICATION AND AUTHENTICATION

This chapter governs procedures of identifying subscribers that request KIR S.A. to issue a certificate and procedures for verification of requests for suspension or revocation and creation of another certificate.

#### 3.1. Names Used in Certificates and Identification of Subscribers

Based on the data obtained in the course of registration, there is a distinguished name created in accordance with the scheme below that will allow identification of the subscriber linked to a public key included in the certificate.

The subscriber's distinguished name may contain the following components:

Meaning	Value
country name	Abbreviated country name
common name	Name identifying the subscriber, common name of the subscriber
surname*	Subscriber's surname plus, possibly, their family name
first names*	Subscriber's first name
organisation	Name of the recipient of certification services on behalf of whom the subscriber acts, and in the case of ELIXIR certificate abbreviation running clearing system (KIR S.A.)
organisational unit	Name of the organisational unit, and in the case of ELIXIR certificate clearing number
state	Name of the state in the territory of which the subscriber lives or has its registered office
locality	Locality in which the subscriber lives or has its registered office
electronic mail address	Subscriber's e-mail address
postal address	Postal address



domain name	Name of the internet domain for which the certificate has been issued
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\* - only in case of certificates for subscribers who are natural persons

The subscriber's distinguished name is created on the basis of a subset of the above attributes, provided that the distinguished name must be not empty within specific technical infrastructure at KIR S.A.

The common name field may contain any string of letters, figures, and spaces, having the maximum length of 64 characters, that unambiguously identifies the subscriber. It is allowed to include in the common name field names of Internet domains in case of certificates issued for the subscriber who is not a natural person.

The subscriber may have any number of certificates that contain the same distinguished name of the subscriber.

### **3.1.1. Necessity to Use Meaningful Names**

The subscriber or recipient of certification services should indicate in the certificate order data for the subscriber's distinguished name allowing unambiguous identification of the certificate user. In particular, the subscriber's distinguished name for an SSL certificate should contain a name of the domain or network device.

In the process of generating certificates, KIR S.A. shall examine whether for the subscriber's distinguished name indicated in the order a certificate has not been generated for another subscriber. In case distinguished names have been repeated, with the exception of issuing another certificate for the same subscriber, KIR S.A. may refuse issuance of a certificate and propose a change in the subscriber's distinguished name. However, in such cases KIR S.A. does not examine which of the subscribers has the right to use a specific distinguished name.

### **3.1.2. Ensuring Anonymity to Subscribers**

KIR S.A. shall not issue certificates that ensure anonymity to subscribers. Irrespective of the contents of the certificate KIR S.A. shall continue to keep data identifying the subscriber and recipient of certification services.

### **3.1.3. Uniqueness of Names**

The subscriber's distinguished name is indicated by the subscriber or recipient of certification services in the order. The distinguished name should comply with the requirements set forth above.

Each issued certificate has a unique serial number within a specific certification authority. Together with the subscriber's distinguished name this guarantees unambiguous identification of the certificate.

### **3.1.4. Recognition, Authentication, and the Role of Trade Marks**

The subscriber's distinguished name defined by the recipient of certification services or the subscriber shall contain only names to which it is entitled. KIR S.A. has the right to notify the recipient of certification services or the subscriber to present documents confirming the right to use names recorded in the certificate order.

## **3.2. Initial Identity Validation**

Prior to the issuance of the first certificate for a specific subscriber, the recipient of certification services shall execute an Agreement and deliver to KIR S.A. an order containing data necessary for certificate preparation. An order for the certificate may also be submitted via a form available at the website of KIR S.A.

The first certificate may be issued together with a pair of keys or to a public key from a pair generated by the subscriber. In the second case, the subscriber should prove the fact of having a private key in accordance with the guidance of sub-Clause 3.2.1.

Issuance of a carrier with the pair of keys to the subscriber to which KIR S.A. has issued a certificate requires direct contact with the Operator of KIR S.A.

Depending on the type of certificate the procedure of certificate issuance may be different and is relative to a specific certification policy.

To receive a certificate it is necessary for the subscriber who is a natural person or an authorised representative of the recipient of certification services to present:

- 1) an identification card (or its photocopy depending on the type of certificate);
- 2) documents confirming rights to the domain (optionally, relative to the certificate type);
- 3) a file with the certificate request (if the pair of keys is generated individually by the subscriber).

KIR S.A. may expect presentation of other documents, in case entering data other than the subscriber's first name and surname and the PESEL or NIP number into the certificate is requested.

In case whereby the subscriber individually generates a pair of keys, issuance of the certificate shall additionally require presentation of a file with the request for certificate issuance. This file contains a public key for which a certificate is to be generated, the subscriber's data, and electronic or digital signature generated with the use of a private key that together with the public key it makes up a pair.

In case of test certificates they may be issued remotely without the necessity to verify the subscriber's identity.

### **3.2.1. Method To Prove Possession of Private Key**

Presentation of the private key is required only in case when a pair of keys is produced by KIR S.A.

A document confirming issuance of the certificate signed by the subscriber shall be confirmation of provision of the private key to the subscriber.

In a situation when the subscriber individually generates a pair of keys, proving having a private key may be done in various ways depending on the certificate type and its purposeful use.

The basic evidence of having a private key from a given pair of keys (especially in case of certificates for signing) is an electronic or digital signature affixed by the subscriber.

KIR S.A. may request another proof of having the private key pursuant to the descriptions included in the specification RFC 4211.

### **3.2.2. Identification and Authentication of Entities Other Than Natural Person**

Identification and authentication of entities other than a natural person is the case when data of such entity is included in the data for the certificate for the issuance of which it applies to KIR S.A., or data included in the certificate contains information about such entity, e.g. the name of the Internet domain.

Depending on the type of certificate, identification shall be performed on the basis of documents sent by the recipient of certification services or data disclosed in the Agreement and in the order.

The manner of confirming such data depends on the type of certificate. For this purpose KIR S.A. may request sending additional documents, check the data of the recipient of certification services in commonly accessible registers and services, obtain a card of signatures of persons authorised to represent the recipient of certification services.

Issuance of the certificate may also require a personal meeting of a person authorised to represent a specific entity with an authorised representative of KIR S.A.

Wishing to authenticate other data recording which in the certificate a specific entity requests, KIR S.A. may ask for:

- 1) placing data indicated by KIR S.A. in a target server by the subscriber acting to order of a legal person, which is to verify the rights to the Internet domain;
- 2) providing answer to a query sent by KIR S.A. to an e-mail address placing of which in the certificate a legal person demands.

### **3.2.3. Identification and Authentication of Natural Persons**

Identification and authentication of a natural person is performed when data of such person – upon request of the subscriber or recipient of certification services – is to be included in the certificate. Additionally, identification and authentication of a natural person is done when a specific natural person is indicated a subscriber by the recipient of certification services.

Depending on the type of certificate identification shall be performed on the basis of documents sent by the recipient of certification services who is a natural person or the subscriber. Identification may also be performed on the basis of data given in the Agreement and the order.

Authentication of such data depends on the type of certificate. For the purpose of authentication, KIR S.A. may request sending additional documents, and in particular check the identity of a natural person during a personal meeting of an authorised representative of KIR S.A. with such person based on the identification document.

#### **3.2.4. Subscriber's Data Not Subject to Verification**

The following information:

- 1) position;
- 2) organisational unit;
- 3) any other data that has been marked as non-mandatory in the order form.

is verified only on the basis of a representation of the recipient of certification services.

#### **3.2.5. Checking Rights to Receive Certificate**

The recipient of certification services signs an agreement with KIR S.A. for the provision of certification services. Authorised representatives also sign data for the certificate included in the order for a specific subscriber. Thus, pursuant to an agreement they confirm the subscriber's right to use the certificate in which the data of the entity they represent is included.

The right to represent an entity by such persons is checked by KIR S.A. in the course of identification and authentication.

### **3.3. Identification and Authentication During Renewal of the Certificate**

Renewal may be performed on-line, and identification and authentication is performed on the basis of an operational certificate.

After expiry of the certificate's operational period the process of identification and authentication of the subscriber is performed in the same way as in case of issuance of a new certificate.

In each of the mentioned cases the recipient of certification services is required to place an order.

#### **3.3.1. Renewal During Operational Period of the Current Certificate**

If the subscriber has an operational certificate the operational period of which is nearing the end, the recipient of certification services or the subscriber, provided it has a relevant authority, may request generation of another certificate.

Renewal may be done at a branch of KIR S.A. after prior identification and authentication of the subscriber using the same methods that were applied at the time of the issuance of the first certificate. If the commercial offer so provides, the process of identification and authentication may also be performed in the offices of the recipient of certification services, after an on-site service for an authorised representative of KIR S.A. has been purchased.

Another method of renewing certificate during its operation period is to perform that process via the Internet. In such case identification and authentication of the subscriber shall be done on the basis of the operational certificate that is used for signing the request for certificate renewal. On-line renewal may only be performed for the same date in the certificate as it is included in the renewable certificate.

If the subscriber sends a request for issuance of another certificate electronically, after receiving the request from the subscriber KIR S.A. shall check:

- 1) whether the renewable certificate is still valid;
- 2) whether the data in the request is the same as in the renewable certificate;
- 3) if an electronic or digital signature is attached to the file with the request.

KIR S.A. shall compare fields in the new request for certificate issuance with the current certificate. The fields that are compared are the following:

- 1) the subscriber's distinguished name;
- 2) the certification policy's distinguished name;
- 3) application of the public key;
- 4) length of the key and algorithm.

In case of a discrepancy the request is rejected. The subscriber shall be informed about rejection of the request by a message about an error.

A detailed description of the certificate on-line renewal process by the subscriber is available at the website of KIR S.A.

Test certificates are not subject to renewal.

### **3.3.2. Renewal After Expiry of the Current Certificate's Operational Period**

If the operational period of the current certificate has expired, a personal contact with KIR S.A. shall be required. If the commercial offer or the Agreement so provides, the process of identification and authentication may also be performed in the offices of the recipient of certification services, after an on-site service for an authorised representative of KIR S.A. has been purchased.

In both instances, identification and authentication of the subscriber shall be performed just like in case of the issuance of the first certificate.

### **3.4. Identification and Authentication During Certificate Suspension or Revocation**

Certificate revocation or suspension shall be requested by a subscriber, recipient of certification services or a third person, provided its data was included in the certificate or by another person, provided it is so established in the Electronic Signature Act, the Agreement, or other obligations of KIR S.A. Test certificates are not subject to suspension and revocation.

A certificate that has been revoked may not be then recognised as operational.

A request for certificate revocation or suspension may be submitted:

- 1) personally at the branches of KIR S.A., during office hours of KIR S.A.;
- 2) by phone calling a helpline at 0 801 500 207 during the help line's office hours;
- 3) 24hr at the website of KIR S.A. at [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl).

A request for certificate revocation or suspension shall at minimum include:

- 1) the given name and surname of the notifying person;
- 2) PESEL of the notifying person;
- 3) data concerning the certificate (e.g. serial number, the subscriber's distinguished name, operational period);
- 4) reason for changing the certificate status.

A specimen of the request for revocation/ suspension of the certificate is available at the website of KIR S.A. and [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl).

The request for revocation/ suspension of the certificate submitted personally shall be based on positive verification of:

- 1) the identity of a person requesting revocation / suspension established on the basis of a presented identification document and its right to request certificate revocation / suspension;
- 2) data included in the request for certificate revocation / suspension.

The basis for acceptance of a request for certificate revocation / suspension submitted by telephone or via the Internet is positive verification:

- 1) first name and surname of the notifying person;
- 2) PESEL of the notifying person;
- 3) data concerning the certificate;
- 4) the password for revoking the certificate of the notifying person.

If any of the information is incorrect, the request for certificate revocation/ suspension shall be rejected.

#### **4. REQUIREMENTS FOR PARTICIPANTS OF THE PKI INFRASTRUCTURE IN THE CERTIFICATE LIFE CYCLE**

Conclusion of an Agreement for the provision of certification services shall be the basis for submission of orders for certificates and their issuance by KIR S.A.

The Agreement may be concluded with a natural person, a legal entity or an organisational unit without corporate existence. Based on the Agreement the recipient of certification services shall indicate subscribers for whom it orders certificates or who shall be responsible for collecting certificates.

Conclusion of the Agreement is not required in case of test certificates.

##### **4.1. Certificate Request**

A request for certificate issuance shall be submitted to KIR S.A. in the form of an order. The request may be submitted using both a dedicated order form available at the website of KIR S.A. and also in a hard copy at a branch of KIR S.A.

#### **4.1.1. Who may submit the request?**

Requests, or orders may be submitted at KIR S.A. by persons authorised to represent the recipient of certification services or attorneys indicated in the Agreement or separate powers of attorney.

#### **4.1.2. Request registration process**

Requests shall be registered by Operators or they shall be registered automatically if they have been submitted via the Internet. Registration of requests delivered in a hard copy consists in entering data from the request into the system of the certification authority, following its prior checking. Operators shall be responsible for entering data in the correct way and in compliance with the order.

### **4.2. Processing of the Certificate Request**

After receiving the order for a certificate KIR S.A. shall start verification of data included in the request, and then – if data has been positively verified – proceeds to register or approve the request in the system and to generate a certificate.

#### **4.2.1. Performance of Identification and Authentication Function**

After receiving the request with a full set of documents necessary to identify the customer, the Operator shall authenticate the data included in the request. Depending on the certificate type the authentication process may be different and based on actions described in Chapter 3 of this CPS.

The Operator that has confirmed – on behalf of KIR S.A. – the subscriber's identity or the person authorised to collect the carrier with the private key, shall certify performance of such confirmation with its own hand and give its PESEL number on the confirmation of certificate issuance. Confirmation of certificate issuance contains data concerning the certificate, data concerning the person to whom the certificate is given, and authentication of the Operator. The process of identification and authentication shall be done at the moment of certificate issuance to the subscriber.

#### **4.2.2. Acceptance or Rejection of the Request**

Requests (orders) that are correctly filled in with authenticated data in the manner described in Chapter 3 are accepted for execution. The Operator who verifies the request must perform the following actions:

- 1) assign the request to a relevant agreement for the provision of certification services;
- 2) check authority to place orders vested upon a person who has signed the request for the certificate;
- 3) verify the data entered into the customer support system maintained by KIR S.A. during registration of the request against the data available in databases of KIR S.A. or other bases accessible to it;
- 4) make comparison of the data entered into the request against the data that is derived from the supplied documents.

Part of the above actions may be performed automatically.

If checking has been positive and all data included in the request is correctly verified, the Operator shall commence implementation of the request and generation of the certificate or forwards it to a relevant organisational unit of KIR S.A. for implementation.

If any data in the request is incorrect, the Operator shall reject the request about which it shall inform the recipient of certification services or the subscriber.

#### **4.2.3. Request Processing Waiting Period**

All requests are processed without undue delays in the order in which they have been filed with KIR S.A. or in accordance with the certificate collection dates that are entered in the order.

All requests should not be processed longer than 7 business days, unless the Agreement provides for other waiting period for processing of the request or the subscriber has indicated a collection date in the order that falls after a 7-day processing period.

### **4.3. Issuance of the Certificate**

Certificate issuance shall follow processing of the request and is performed by the Operator. Depending on its type the certificate shall be issued either on the basis of the request containing the public key that has been sent by the subscriber, or for a pair of keys generated by KIR S.A.

In case whereby the order concerns a certificate together with a pair of keys then KIR S.A. will generate a pair of keys on the carrier selected in the order dedicated to the subscriber notified in the order and shall record the generated certificate.

By issuing the certificate KIR S.A. shall electronically authenticate the public key together with the data about the subscriber.

The process of issuing another certificate after revocation of the previous or issuance of another certificate in case when the operational period of the certificate held by the subscriber has expired shall be similar to the process of issuance of the first certificate. If the certificate has been revoked not due to a necessity of changing the subscriber's distinguished name, then the new certificate may contain the distinguished name that was previously assigned.

#### **4.3.1. Actions by the Certification Authority During Certificate Issuance**

Certificates shall be issued by KIR S.A. personally to the subscriber. An exception are test certificates that may be remotely delivered to the subscriber, e.g. via electronic mail or certificates that have been created without the necessity of generating a pair of keys by KIR S.A. During the process of personal issuance of the certificate the Operator shall perform the following actions:

- 1) checks completeness of the executed order against the request submitted by the recipient of certification services;
- 2) compares the data included in the certificate confirmation against the data in the request;
- 3) verified the identity and rights of the subscriber;



- 4) if the compliance of data has been established and the identity has been successfully verified – it shall issue the certificate.

#### **4.3.2. Informing the Subscriber of the Certificate Issuance**

The certificate collection date is indicated in the order. The certificate is ready for collection at the date indicated in the order. If the certificate is not collected at the date indicated in the order, the subscriber shall be informed by telephone or electronic mail about the necessity to collect the certificate.

If the certificate is renewed on-line, then after the certificate has been generated the subscriber shall receive information by electronic mail about the certificate that has been ready for collection.

### **4.4. Certificate Acceptance**

#### **4.4.1. Confirmation of the Certificate Acceptance**

The certificate shall be accepted by the subscriber by signing confirmation of certificate issuance on which data from the collected certificate is printed. A document confirming certificate issuance with the signature of the subscriber and the Operator issuing the certificate shall be kept by KIR S.A. The second counterpart shall be given to the subscriber.

#### **4.4.2. Publication of the Certificate by the Certification Authority**

Certificates are not published outside the internal network of KIR S.A.

#### **4.4.3. Notification of Other Entities About Certificate Issuance**

KIR S.A. may inform other entities about issuance of the certificate, provided that the certificate related to them or contained their data.

### **4.5. Pair of Key and Certificate Application – Obligations of the PKI Infrastructure Participants**

#### **4.5.1. Obligations of the Subscriber**

The subscriber undertakes to:

- 1) use the certificate in accordance with its intended purpose indicated in a given certificate;
- 2) use the certificate for affixing a signature only during the operational period of the certificate indicated therein;
- 3) protect its private key;
- 4) immediately notify KIR S.A. about the request to revoke the certificate in cases provided for in the Electronic Signature Act, the Agreement, and information for the subscriber, the Policy, or this document.

The Agreement may provide for a more detailed scope of the subscriber's responsibilities. The subscriber may be also informed about its specific scope in information delivered in writing or electronically.

#### **4.5.2. Obligations of the Recipient of Certification Services**

The recipient of certification services undertakes to:

- 1) provide KIR S.A. with orders for subscribers authorised to receive certificates in compliance with regulations governing personal data protection;
- 2) provide KIR S.A. with lists of persons authorised to revoke certificates in compliance with regulations governing personal data protection;
- 3) provide KIR S.A. only with true data, including personal data of subscribers;
- 4) update personal data of persons authorised to receive and revoke certificates;
- 5) make subscribers acquainted with the provisions of the Policy and the CPS;
- 6) comply with the rules specified in the Policy and the CPS.

Additionally, if a certificate has been issued for a subscriber who is not a natural person, the recipient of certification services undertakes to:

- 1) use certificates with their intended purpose;
- 2) use certificates for affixing digital signatures only during the operational period indicated in the certificate;
- 3) protect private keys;
- 4) notify KIR S.A. about the request to revoke the certificate.

#### **4.5.3. Obligations of the Trusted Party**

A trusted person shall be understood to mean a natural person, a legal person, or an organisational unit without corporate existence that shall undertake actions or any decision trusting electronically or digitally signed data or the signature data with the use of a public key contained in the certificate issued by KIR S.A. or the issuer certificate of KIR S.A.

Trusted parties are obliged to:

- 1) use certificates with their intended purpose;
- 2) verify the electronic or digital signature and the signature data at the moment of performing verification or at some other reliable time;
- 3) verify the electronic or digital signature and the signature data using the list of suspended and revoked certificates, the list of suspended and revoked signature data and the relevant certification path.

## **4.6. Renewal of the Certificate for an Old Pair of Keys**

### **4.6.1. Terms and Conditions of Certificate Renewal**

The certificate for an old pair of keys may be renewed remotely by using a relevant form available at the website of KIR S.A. by marking an appropriate option during the renewal process. Renewal may also be performed at a branch of KIR S.A.

Test certificates are not subject to renewal.

#### **4.6.2. Who May Request Certificate Renewal?**

Certificate renewal may be requested by the recipient of certification services or a person authorised by it.

#### **4.6.3. Processing of the Renewal Request**

A renewal request shall be processed in the same manner as requests for a new certificate.

#### **4.6.4. Informing About Renewed Certificate Generation**

If the subscriber or the recipient of certification services has selected on-line certificate renewal, information about renewed certificate generation shall be most often delivered to the subscriber by e-mail or telephone. In case of renewal performed at a branch of KIR S.A. informing about renewed certificate generation shall be done during the subscriber's visit. In special cases, this may be done by telephone or e-mail.

#### **4.6.5. Issuance of the Renewed Certificate**

Issuance of a renewed certificate may be performed in the manner similar to issuance of a new certificate. If the certificate is renewed on-line, the issued certificate shall be provided to the subscriber through a website dedicated to it.

#### **4.6.6. Publication of the Certificate**

Certificates are not published outside the internal network of KIR S.A.

#### **4.6.7. Notification of Other Entities About Certificate Issuance**

In the same way as for new certificates. See Clause 4.4.3.

### **4.7. Renewal of the Certificate for a New Pair of Keys**

#### **4.7.1. Terms and Conditions of Certificate Renewal**

The certificate for a new pair of keys may be renewed remotely by using a relevant form available at the website of KIR S.A. by marking an appropriate option during the renewal process. Renewal may also be performed at a branch of KIR S.A. or in the offices of the recipient of certification service, provided it has purchased a relevant service.

#### **4.7.2. Who May Request Certificate Renewal?**

Certificate renewal for a new pair of keys may be requested by the recipient of certification services or a person authorised by it.

#### **4.7.3. Processing of the Renewal Request**

A renewal request shall be processed in the same manner as a request for a new certificate. A request for renewal of the certificate for a new pair of keys submitted on-line must contain a request with the public key that is subject to certification.

#### **4.7.4. Informing About Renewed Certificate Generation**

Informing about generation of a renewed certificate for a new pair of keys shall be done in the same way as in case of generating renewal for the old pair of keys. See Clause 4.6.4.

#### **4.7.5. Issuance of the Renewed Certificate**

Issuance of the renewed certificate for a new pair of keys shall be done in the same way as in case of issuing of a renewed certificate for an old pair of keys. See Clause 4.6.5.

#### **4.7.6. Publication of the Certificate**

Certificates are not published outside the internal network of KIR S.A.

#### **4.7.7. Notification of Other Entities About Certificate Issuance**

Notification of other entities about certificate issuance shall be done in the same way as in case of new certificates and certificates renewed for the old pair of keys. See Clause 4.4.3.

### **4.8. Change of Data Included in the Certificate**

#### **4.8.1. Terms of Making Changes**

Data in certificates that have already been issued by KIR S.A. cannot be changed. The recipient of certification services may only request certificate renewal with new data prior to the end of its operational period. Renewal with changed data may not be performed remotely. The only way of certificate renewal with the changed data is personal collection of the certificate and completion of the full certification path for the changed data.

#### **4.8.2. Who May Request Changing Data in the Certificate?**

There are not changed allowed in a certificate that has already been issued. The necessity of changing data means generating a new certificate, provided that the recipient of certification services or a person authorised by it shall decide whether the certificate with the data that requires changing shall be revoked or suspended.

#### **4.8.3. Processing of the Request for Changing the Certificate Data**

Processing of the request for changing data in the certificate shall be done in the same way as in case of issuing of a new certificate. See Clause 4.2.

However, confirmation of authorisation to collect the certificate, and also check the data, may be performed remotely with the use of the electronic or digital signature, unless the CPS or the Policy requires personal appearance.

#### **4.8.4. Informing About Generation of the Certificate with Changed Data**

Informing about generation of a certificate with changed data may be performed electronically, by telephone, or personally during a visit at a branch of KIR S.A.

#### **4.8.5. Certificate Issuance**

Issuance of a certificate with changed data shall be performed in the same way as in case of issuing

of a new certificate. See Clause 4.3. In the event of applying Clause 4.8.3 second sentence, the certificate may be issued electronically.

#### **4.8.6. Publication of the Certificate**

Certificates are not published outside the internal network of KIR S.A.

#### **4.8.7. Notification of Certificate Issuance**

Notification of other entities about certificate issuance shall be done in the same way as in case of new certificates, certificates renewed for the old and new pair of keys. See Clause 4.4.3.

### **4.9. Certificate Suspension and Revocation**

In case of positive verification of the request for revocation / suspension of the certificate, KIR S.A. shall revoke / suspend the certificate. Certificate revocation / suspension shall be done at the moment when the certificate number is entered in the list of revoked and suspended certificates. Information on certificate revocation / suspension shall be put in the list of revoked and suspended certificates. KIR S.A. shall notify the subscriber, a person whose data is included in the certificate, and, possibly, another person about certificate revocation/ suspension.

A certificate that has been suspended may then be revoked or unsuspending.

Following certificate suspension the certificate status may be changed:

- 1) upon the subscriber's request;
- 2) upon a person authorised to request certificate revocation or suspension that has submitted such request;
- 3) as a result of clarifying suspicions referred to in Clause 4.9.11.

Certificate suspension may continue until the end of the certificate's operational period.

A certificate may be unsuspending solely upon the subscriber's request personally submitted at KIR S.A. A specimen of the request to change the status is available at the website of KIR S.A. A change of the status into revoked shall be done in the way defined in Clause 7.4 of the Policy.

The certificate may be unsuspending only when the circumstances of mandatory certificate revocation are not confirmed.

If certificate revocation occurs after its previous suspension, then the certificate revocation date shall be the same as the certificate suspension date.

#### **4.9.1. Terms and Conditions of Certificate Revocation**

KIR S.A. shall revoke the certificate it has issued, if:

- 1) the certificate has been issued on the basis of untrue or outdated data;
- 2) the subscriber has not provided due protection for the private key for affixing an electronic or digital signature against unauthorised access to it;

- 3) it is requested by the subscriber or a third person indicated in the certificate or another person authorised to make such request.

KIR S.A. may revoke the certificate, if:

- 1) the subscriber has lost its capacity to enter into legal transactions;
- 2) **it has come into possession** of information clearly confirming that the certificate to be used for signing a code issued by KIR S.A. has been used for signing malware or harmful software;
- 3) a default on the obligations defined in the Electronic Signature Act, the Policy, the CPS has been established, or there occurs another circumstance that poses a hazard to the security of the electronic or digital signature;
- 4) KIR S.A. shall discontinue provision of services concerning certificates.

If there is a reasonable allegation that there are conditions for mandatory revocation of the certificate, KIR S.A. shall suspend the certificate and immediately undertake measures necessary for clarifying such doubts.

If there is a reasonable allegation that there are conditions for mandatory revocation of the certificate, KIR S.A. may suspend the certificate and undertake measures necessary for clarifying such doubts.

Authorisation to request certificate revocation may be derived from the Agreement.

The Agreement may provide for other instances of certificate revocation than those referred to above.

KIR S.A. may also revoke all certificates that have been issued by a given certification authority, if there is a necessity to end certification activities or there occurs a threat to the entire infrastructure of the public key supported by KIR S.A.

#### **4.9.2. Whom May Request Certificate Revocation?**

Certificate revocation may be requested by:

- 1) the recipient of certification services;
- 2) a person authorised by the recipient of certification services;
- 3) the subscriber;
- 4) another person authorised to submit such request.

#### **4.9.3. Processing of the Certificate Revocation Request**

After receiving a request for certificate revocation, an authorised employee of KIR S.A. shall check data from the certificate and verifies it against the data in the request. Such person shall also check authorisation of the person submitting the request.

If verification has been correct, information about certificate revocation shall be put on the CRL, and the subscriber or the recipient of certification services shall receive, confirmation of certificate revocation collecting it personally or by mail.

If the certificate has data of another entity, it shall also receive confirmation.

#### **4.9.4. Permitted Delays in Certificate Revocation**

KIR S.A. shall exercise best efforts that following a request for its revocation a certificate is revoked without undue delays. The maximum permitted period of delay in certificate revocation, with the exception of test certificates, may not exceed 24 hours.

#### **4.9.5. Maximum Permitted Time for Revocation Request Processing**

The certificate revocation request shall be processed without undue delays and shall be a priority task for the Operators. A maximum permitted time for request processing shall be 24 hours as from the moment of submitting a complete request.

#### **4.9.6. Obligation to Check Revocations by a Trusted Party**

A party trusting the data put in the public key certificate issued by KIR S.A. shall be obliged to check from time to time if the certificate has not be put on a list of suspended and revoked certificate before it is used for verification of an electronic or digital signature.

#### **4.9.7. Publication Frequency of CRLs**

CRLs for certificates issued by the root certification authority SZAFIR ROOT shall be published always after certificate suspension or revocation, however, not less frequently than every 12 months.

CRLs for certificates issued by the operational certification authority SZAFIR Trusted CA shall be published always after certificate suspension or revocation, however, not less frequently than every 24 hours.

CRLs are available at the website of KIR S.A on a 24x7x365 basis. KIR S.A. reserves itself the right to have a maintenance downtime not more frequently than once a week, and not longer than for 1 hour.

KIR S.A. shall check availability of CRLs at least once a day.

#### **4.9.8. Maximum Delay in Publication of CRLs**

CRL lists are published without undue delays, immediately after they have been created. KIR S.A. stipulates that a delay in publication of CRLs may be not longer than 60 minutes.

#### **4.9.9. Availability of Other Methods to Verify the Certificate Status**

KIR S.A. shall provide a possibility of verifying the status of a certificate issued by KIR S.A. in real time by means of Online Certificate Status Protocol (OCSP). The service is available on a 24x7x365 basis and utilises CRLs issued by KIR S.A. The OCSP service operates in compliance with RFC 2560 on a request – response basis. To obtain information on the status of a certificate issued by KIR S.A. please send a request containing data that allows certificate identification, i.e. its serial number and an identifier of the certificate issuer. The request should comply with a format defined in RFC 2560. In response, information on the certificate status is provided:

- 1) Good – means that the certificate is not in CRL issued by KIR S.A., which does not mean, however, that such certificate has been issued.

- 2) Revoke – means that a specific certificate is in CRL, it has been revoked
- 3) Unknown – means that a certificate has not been issued by KIR S.A. and the status of such certificate is not known.

**4.9.10. KIR S.A. reserves itself the right to a downtime not more frequently than once a week and not longer than for 4 hours. Special Responsibilities When A Key Has Been Compromised**

In the event of a key of the SZAFIR ROOT or SZAFIR Trusted CA certification authority has been compromised, KIR S.A. shall be obliged to inform the subscribers, recipients of certification services, and trusted parties about such fact as soon as possible by disclosure put up at the website of KIR S.A.

A status of the certificate issued by KIR S.A. may also be verified using the OCSP service, provided such information has been included in the issued certificate. If an address of the OCSP service has been included in the certificate it means that the OCSP service is provided for such certificate.

**4.9.11. Terms and Conditions of Certificate Suspension**

All certificates issued by KIR S.A. may be subject to suspension. A certificate that has been suspended may then be revoked or unsuspended.

If certificate revocation occurs after its previous suspension, then the certificate revocation date shall be the same as the certificate suspension date.

Following certificate suspension the certificate status may be changed. Certificate suspension may continue until the end of the certificate's operational period.

Following removal of the previous certificate suspension, information about such certificate shall be removed from the list of suspended and revoked certificates.

Information on revoked certificates the operational period of which assigned by KIR S.A. has expired may not be removed from the list of suspended and revoked certificates.

KIR S.A. may suspend a certificate if there is a suspicion that the certificate has untrue data or the private key for such certificate has been compromised and in other cases of becoming reasonably aware that there are conditions for certificate revocation.

**4.9.12. Who May Request Certificate Suspension?**

Certificate suspension may be requested by:

- 1) the recipient of certification services;
- 2) a person authorised by the recipient of certification services;
- 3) the subscriber;
- 4) another person authorised to submit such request.

**4.9.13. Processing of the Certificate Suspension Request**

A request for certificate suspension shall be processed in the same way as in case of a revocation



request. See Clause 4.9.3.

#### **4.9.14. Permitted Delays in Certificate Suspension**

The permitted period of delay in suspending a certificate may be 24 hours.

#### **4.10. Verification of the Certificate Status**

Verification of the status of certificates issued by KIR S.A. shall be done on the basis of published CRLs.

#### **4.11. Waiver of Certification Services**

Certification services are provided under an agreement. Termination of the agreement means discontinuance in the provision of services for the recipient of certification services. Termination of the agreement shall not result in revocation or suspension of certificates that have been issued under the agreement.

#### **4.12. Recovery and Storage of Private Keys**

KIR S.A. does not provide services of depositing and storing private keys of subscribers.

### **5. PROCEDURES OF PHYSICAL, OPERATIONAL, AND ORGANISATIONAL SECURITY**

#### **5.1. Physical Security Measures**

Premises in which processing of data relating to issuance, suspension, or revocation of certificates takes place and where certificates are generated, suspended, and revoked are subject to physical protection in line with the requirements of the Electronic Signature Act to the extent relating to the provision of certification services and the Personal Data Protection Act of 29 September 1997 (Journal of Laws of 2002, No. 101, item 926, as amended), hereinafter referred to as the "Personal Data Protection Act". Applied measures of protection shall protect against:

- 1) unauthorised access to the premises;
- 2) natural disasters and fortuitous events;
- 3) fire;
- 4) infrastructure failure;
- 5) flooding, theft, burglary, and robbery.

Applied measures of physical protection of the premises shall include, but are not limited to:

- 1) access control system for the premises;
- 2) fire-protection system;
- 3) burglary and robbery signalling system.

##### **5.1.1. Location and Premises**

### **5.1.2. Certification Centres are housed in two independent locations. Physical Access**

The rules applicable to access control to the premises, both in the primary and back-up location of KIR S.A. are provided for in the protection plans of the facility for the primary location and the back-up location and a procedure of managing access by persons and vehicles to the premises of KIR S.A.

They define:

- 1) general information concerning location of the buildings;
- 2) general information concerning physical protection of the buildings;
- 3) division of buildings into zones;
- 4) the applied protection measures for individual zones, including zones where telecommunication and IT systems are operated to provide certification services;
- 5) access control rules governing access to individual zones, including zones, where telecommunication and IT systems are operated to provide certification services.

Pursuant to an agreement physical protection of KIR S.A. has been given to a licensed agency having staff (including licensed physical protection guards) and hardware resources that allow full performance of tasks that relate to the nature of the facility and its size. Superiors in all shifts of guards who protect the facility have the 1st level licence in physical protection.

There is a burglary and robbery signalling (SSWiN) class SA3 system according to the Polish standard PN-93/E-08390/14 installed and operated in the premises.

The premises have an access control system (ACS). The ACS comprises the key premises at KIR S.A.

The premises have a visual surveillance system that is equipped with indoor and outdoor cameras. The visual surveillance system has been equipped with recording devices.

The premises of KIR S.A. are logically divided into zones with different levels of access and proper technical and organisational protection measures. There are the following zones set up in the building:

- 1) generally accessible zone – entrance lobby to the premises;
- 2) controlled access zone – communication inside the building, office space, premises used by the operators, the archives room, other premises with restricted access;
- 3) specially protected zones – the server room.

### **5.1.3. Power Supply and Air-Condition**

Power to the buildings of KIR S.A. is supplied from the two independent power-supply lines. In the event of power outage in the two supply sources, power generating units shall be switched on. Telecommunication and IT devices used in processing are powered from the so-called guaranteed power supply source that is secured by UPSs that ensure continued power supply. The buildings have

UPSs operating in a parallel arrangements ensuring redundancy which provides for continuity of power supply even if one of the UPSs is down.

There are two types of air-conditioning systems in the buildings:

- 1) general;
- 2) specific that maintains constant temperature and humidity in the server room.

#### **5.1.4. Flood Hazard**

Flood detectors are installed in the server room and in the premises that house a power supply node, in the boiler room, ventilation control rooms, heat exchangers, and in lift shafts. The detectors are a part of the signalling and alarm system. Security staff and the building manager are notified about flood alerts.

#### **5.1.5. Fire Protection**

The building is equipped with fire-protection systems that allow early fire detection (SAP), limiting its spreading (fire partitions), protection an escape route against smoke, a permanent fire-extinguishing system located in the premises that are most critical for operations of KIR S.A.

The building has the following security solutions in place:

- 1) passive protection, i.e. the building has been equipped with fire-protection wall barriers;
- 2) active protection, i.e.:
  - a) the signalling and alarm system equipped with detectors allowing early detection of fire and buttons that allow forwarding the alarm signal from each floor in the building to the fire signalling centre,
  - b) early smoke detection system,
  - c) permanent fire-extinguishing equipment (gaz FM 200) that is used for fighting fires in their first phase,
  - d) escape route lighting – there are escape route lights installed in the building that are equipped with batteries that support lights for at least two hours.

#### **5.1.6. Information Carriers**

Information carriers that contain copies of current data are stored in the strong cabinets that are located in the protected premises that are used for operations. Strong cabinets are accessed by employees who perform the function of operators of the key certification system. Carriers with archived data are stored in fire-proof safes in the premises with the top protection level in the primary and back-up centre. Access to the safes have employees who perform the function of a Security Inspector.

#### **5.1.7. Destruction of Redundant Carriers and Information**

Destruction of magnetic and optical carriers is performed by a commission. Data on magnetic carriers is removed in the manner that prevents its reading, and if removal of data is impossible, carriers are physically destroyed in the way that makes accessing data saved in them impossible.

Optical carriers are physically destroyed in the way that makes accessing data saved in them impossible.

Destruction of carriers shall be performed in the manner that ensures obtaining a minimum 2nd security class in accordance with the standard DIN 32 757-1.

Destruction of carriers shall be recorded in a scrap report. The scrap report shall contain:

- 1) destruction completion date;
- 2) description of the object of destruction;
- 3) description of the time span for destruction of archived data;
- 4) signatures of persons performing and attending the destruction process

The scrap report shall be kept by a Security Inspector of the SZAFIR telecommunication and IT system not shorter than for 3 years. A copy of the scrap report shall be forwarded to the Information Security Administrator who shall keep it not shorter than for 3 years.

#### **5.1.8. Back-up Copies and Back-up Location**

In the event of failure of the primary location that houses the infrastructure that is used for the provision of certification services preventing provision of certification services, operations of the system shall be taken over by a back-up system located in the back-up location. In the event of failure, the back-up system shall take over work relating to revocation, suspension of certificates and publication of the list of suspended and revoked certificates on an on-going basis.

### **5.2. Organisational Security Measures**

The system used for the provision of certification services is operated by employees of KIR S.A. who are responsible for operations of telecommunication and IT systems, and in particular:

- 1) persons who act as a system Security Inspector whose responsibilities include supervision over implementation and application of all security procedures governing operations of telecommunication and IT systems used in the provision of certification services;
- 2) operators who receive orders, requests for suspension/ revocation / unsuspension of certificates, who issue certificates;
- 3) system administrators whose responsibilities include installing, configuring, and managing systems and telecommunication and IT networks used for the purposes of provision of certification services, hereinafter referred to as "administrators";
- 4) person who acts as an Information Security Administrator whose responsibilities included supervision over compliance with the requirements set forth in the Personal Data Protection Act;
- 5) persons who act as supervisors of physical and telecommunication and IT security at KIR S.A.

### **5.3. Staff Supervision**

The staff that is involved in the provision of certification services have qualifications required under the Electronic Signature Act, in particular have knowledge in the field of the public key infrastructure and personal data processing.

#### **5.3.1. Qualifications, Experience, Authorisation**

Employees of KIR S.A. who exercise supervision over the system used for the provision of certification services have multi-year experience and knowledge of:

- 1) cryptography, electronic signatures, and the public key infrastructure;
- 2) mechanisms protecting networks and telecommunication and IT systems;
- 3) personal data protection;
- 4) automatic data processing in networks and telecommunication and IT systems;
- 5) hardware and software used for electronic data processing;
- 6) forgeries of own hands and documents establishing identity;
- 7) operation of application and secured cryptographic devices used for the purposes of provision of certification services.

#### **5.3.2. Staff Screening**

Before assigning an employee with any of the roles described in Clause 5.2 KIR S.A. shall perform its screening. Screening shall be done with regard to:

- 1) an employment certificate from the previous employer (it applies to new employees);
- 2) diplomas and certificates confirming the employee's educational background;
- 3) professional qualifications and experience;
- 4) confirmation of a clean record in the National Criminal Register.

Confirmation of a clean record in the National Criminal Register is also done during work performance at least once a year.

#### **5.3.3. Training**

Operators shall undergo training in the PKI, operation of the system of the certification authority, identity verification on the basis of identity confirming documents and personal data protection and information protection. Training is conducted prior to receiving authorisation to act as an Operator and after substantial changes in the system.

Technical personnel are regularly trained in the use of the IT infrastructure organised by manufacturers or providers of technical solutions.

#### **5.3.4. Repetition of Training**

Training is repeated depending on the needs and prior to implementation of significant changes in service provision.

#### **5.3.5. Frequency of Rotation of Positions and Its Sequence**

The CPS does not provide for the frequency and sequence of how positions should rotate.

#### **5.3.6. Sanctions for Unauthorised Actions**

In the event whereby unauthorised actions performed by an employee have been detected or all there are allegations about them, a Security Inspector may take a decision on blocking such employee's access to the system. Further explanatory actions are carried on pursuant to the internal regulations of KIR S.A. and provisions of law.

#### **5.3.7. Contracted Employees**

There are not actions at KIR S.A. envisaged that would involve provision of certification services by persons not employed at KIR S.A.

#### **5.3.8. Documentation of the Staff**

Operators and administrators have access to operating procedures, applications' user's manuals that are used in the certification authorities and which are necessary for the performance of responsibilities of an Operator or administrator.

### **5.4. Procedures for Recording Events and Audit**

KIR S.A. shall maintain a register of all events that are related to the provision of certification services. Events are registered to ensure security and exercise supervision over correct operations of the system. They also provide for accountability of actions performed by employees who carry out actions relating to the provision of certification services. Registers of events are kept electronically and in a hard copy. All registers of events shall be properly secured and made available for the purposes of an audit. A Security Inspector shall be a person responsible for keeping the register of events.

#### **5.4.1. Types of Recorded Events**

Registration shall comprise:

- 1) events directly related to the provision of certification services, and in particular: generation of CA keys, acceptance of a certificate issuance request, generation of keys and certificates for subscribers, revocation of certificates, generation of CRLs, etc.;
- 2) actions related to customer and subscriber service: acceptance and execution of agreements, requests, issuance of certificates, delivery of certificates, invoicing, etc.;
- 3) system events (logs) from the servers and working stations that are part of the certificate generation system;
- 4) events relating to system technical support: errors and alarms, a register of entered changes into the system, user support.

Register of events are recorded electronically. Records shall contain an event identifier, the date and time of its occurrence, event type, and detailed description.

#### **5.4.2. Frequency of Events Inspection (Logs)**

System logs are subject to constant, daily inspection. Key elements of the system are controlled automatically in real time. An inspection report shall be saved in the system log book. Logs shall be reviewed periodically (once a month). All recorded irregularities must be explained, and a relevant report shall be put into the system log book.

Access to the registers of events has a Security Inspector, an Audit Inspector, and a System Administrator only.

#### **5.4.3. Period of Storing Registers of Recorded Events**

The registers of events shall be kept on discs of servers and working stations in the form of files, databases, records of system logs. The register of events directly relating to the provision of certification services shall be available throughout the entire period of operations of the CA. After operations of the CA have been completed the registers shall be available in the archives for a period of 5 years.

System logs and event log books are periodically archived and available in the archives for a period of 5 years.

#### **5.4.4. Protection of the Recorded Events**

The registers of events shall be kept on disk arrays. Disk arrays are configured in the manner that prevents the loss of data because of disk failure and are monitored on a continued basis. Security Inspectors and administrators have access to the registers. Each record in the database of the key certification system is affixed with an electronic signature thus ensuring record integrity.

#### **5.4.5. Procedures of Making Back-Up Copies of the Recorded Events**

The registers of the system of the certification authority are copied in real time into a back-up location with the use of mechanisms offered by the disk array. Once a month all registers shall be electronically signed by a Security Inspector, recorded on optical carriers, and put into safes. There shall be two copies of the registers made, with one remaining in the primary location, and the other in the back-up one. Access to the safes have persons who perform the function of a Security Inspector.

#### **5.4.6. System of Collecting Data for the Purposes of the Audit (Internal vs. External)**

Program modules of the key certification system and servers shall automatically make records in the registers of events. Other events shall be registered manually in relevant databases. For the purposes of an internal audit data shall be made available on-line or from archived records kept in the safes.

#### **5.4.7. Notification of Entities Responsible for the Occurring Event**

Elements of the certification system and supporting systems are subject to continued supervision by monitoring systems and technical staff. Information on a detected threat or a hazard in security shall be directly forwarded to the administrator and Security Inspector. Depending on the level and importance of such hazard persons responsible for operations of components such event relates to shall be notified. Notification may be done electronically or by telephone.

#### **5.4.8. Assessment of Susceptibility to Threats**

KIR S.A. shall analyse susceptibility to threats on a current basis that relate to procedures and systemic solutions. An internal audit of the system is performed periodically. To minimise susceptibility to threats business continuity procedures are updated and tested. The Security Inspector shall be responsible for the susceptibility analysis.

### **5.5. Data Archiving**

KIR S.A. shall keep and archive documents and data in an electronic form directly relating to the provided certification services for a minimum period of 5 years from the moment of certificate issuance, and in case of CRLs - for a minimum 5 years from the moment when a specific list has been generated. Storing and archiving shall be performed in compliance with the requirements specified in the Personal Data Protection Act. Documents and data in an electronic form (with the exclusion of the archived CRLs and certificates) shall not be made available outside.

#### **5.5.1. Types of Archived Data**

Archiving shall include:

- 1) orders;
- 2) agreements for the provision of certification services;
- 3) confirmations of certificate issuance;
- 4) certificates;
- 5) CRLs;
- 6) registers of events of the key certification system;
- 7) system logs of the servers;
- 8) system logs of the firewall;
- 9) system log books.

#### **5.5.2. Archiving Period**

Paper and electronic documents that are subject to archiving shall be kept for a minimum period of 5 years. Optical carriers that contain electronic data shall be replaced every 2 years. After the period of 5 years archived data may be destroyed.

#### **5.5.3. Archives Protection**



Archived data stored electronically shall be kept in fire-proof safes. The safes shall be put in the primary location and the back-up one in the top security zone. Access to the safes shall have persons who perform the function of a Security Inspector.

#### **5.5.4. Procedures of Creating Back-Up Copies**

Back-up copies shall be created to protect data and to recover the system after a failure. Copies of data from the key certification system shall be created in real time with the use of synchronous replication of disk resources that are stored in the disk arrays. Additionally, a full back-up of the databases is created once a day. Each location shall have carriers with the back-up copies of the system and application software.

Detailed procedures of creating back-up copies are governed by internal procedures of KIR S.A.

#### **5.5.5. Required Time-stamping of Archived Data**

There shall be no time-stamping of the archived data.

#### **5.5.6. Data Archiving System (Internal vs. External)**

KIR S.A. has its own system of data archiving. Paper data is kept in the archives operated by KIR S.A. Paper documents may also be scanned and entered into the electronic archives system that is owned by KIR S.A. and solely operated by KIR S.A. Electronic data is archived in the systems of KIR S.A.

KIR S.A. does not use external data archiving systems.

#### **5.5.7. Procedures of Verifying and Accessing Archived Data**

Access to the archives is vested on authorised persons only. An employee who applies for access has to undergo relevant training and screening. Access shall be granted by the Security Inspector. Access to the electronic archives is possible after user's authorisation in the system based on the identifier and the password. Access to the archived registers of events kept in the safes is vested only on persons who perform the function of the Security Inspector. Carriers in the archives are reviewed every 2 years. Data integrity is verified. Data from the carriers that are older than 2 years shall be recorded on new carriers, older shall be destroyed in accordance with relevant procedures.

### **5.6. Replacement of the Key**

Replacement of the keys of the certification authorities shall be done in a way that ensures compliance with the established minimum operational period of subscribers' certificates. Well ahead of the expiry of a certificate of a specific certification authority there is a new independent infrastructure of the public key created within which a new pair of keys is generated and a certificate of a new certification authority. Until a certificate of the old certification authority has expired two certification authorities shall operate. The new certification authority shall assume the role of an expiring authority and shall perform all actions relating to the support of certificates: generation, suspension, and revocation of subscribers' certificates, and generation of CRLs. The expiring certification authority shall support only revocation and suspension of certificates issued within its infrastructure and shall generate CRLs until it has ceased its operational activities (certificate expiry).

The frequency of replacement of keys of the certification authorities depends on the operational periods of certificates issued to subscribers. Operational periods of certificates are described in Clause 6.3.2.

A new certificate of the certification authority shall be published at [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl) and distributed in the systems and software (e.g. in Internet browsers). Information on a change of the keys may be published in mass media.

## **5.7. Compromising of the Key and Launching After Failures or Natural Disasters**

If a private key of the certification authority used for generation of certificates has been compromised, a CRL shall be generated containing a certificate that relates to the compromised private key.

KIR S.A. shall exercise its best efforts to ensure continued and failure-free operations of the certification authority. The technical infrastructure of the certification authority, inter alia, has a doubled hardware and software configuration outside the primary location, a back-up power supply (power generator) in both locations and other safety measures that provide for continued operations in the event of any failure. In the event of a failure of the primary location that prevents provision of the basic functionality of the certification authorities, they shall be launched in the back-up location within 24 hours from find out about the failure.

### **5.7.1. Procedures of Handling Incidents and Responding to Hazards**

KIR S.A. has a set of procedures for handling incidents and unforeseeable events. All incidents shall be reviewed in detail by relevant organisational units and remedial measures shall be implemented. Details have been provided for in an internal procedure of KIR S.A.

### **5.7.2. Procedures of Recovering Computing Resources, Software, and/or Data**

KIR S.A. has a set of operating procedures to be used in the event of a necessity to recover resources. Each location has resources allowing recovery of the certification authority's full functionality. In particular, these include:

- 1) back-up of the data;
- 2) back-up of the keys of certification authorities;
- 3) copies of cryptographic cards with shared secrets and operators cards;
- 4) carriers with the software of the key certification system;
- 5) operating procedures of the certification authorities.

Recovery procedures are included in the Business Continuity Plan, hereinafter referred to as the "BCP", and are regularly tested. A report is prepared after testing.

### **5.7.3. Actions in the Event Whereby the Private Key of a Registration Authority has been Compromised**

Compromising of the key of the certification authority is a crisis situation and is part of the BCP. If the private key has been compromised, KIR S.A. shall undertake the following actions:

- 1) revokes the certificate of the certification authority and puts it on CRLs,
- 2) notifies the certification authority about certificate revocation using available communication channels,
- 3) generates a new key of the certification authority and new certificates of the subscribers.

Detailed actions in the event whereby the key has been compromised are described in the internal procedures of the BCP.

#### **5.7.4. Ensuring Business Continuity After Disasters**

In case of disasters and other unpredictable circumstances KIR S.A. has the BCP. Procedures of the BCP strictly define the way of conducting actions necessary for restoring operations. Tests of the BCP procedures are held periodically.

### **5.8. Completion of Operations of the Certification Authority or the Registration Authority**

KIR S.A. shall have the right to discontinue issuance of certificates. In such event, all subscribers and recipients of certification services shall be informed accordingly with a 90-day notice. Subscribers using certificates, recipients of certification services, and trusted parties shall have no right to make any claims against KIR S.A., provided, however, that KIR S.A. shall still perform its obligations with respect to processing of requests for certificate suspension or revocation and publication of the list of suspended and revoked certificates. Otherwise, recipients of certification services shall have the right to reimbursement of part of the payment for the certificate in proportion of its usage period.

## **6. TECHNICAL SECURITY PROCEDURES**

Below are described the procedures governing generation and management of cryptographic keys of the certification authorities, the Operators, and subscribers. This chapter also includes a description of technical solutions that have been applied to ensure security of the keys and high level of the infrastructure security.

### **6.1. Generating and Installing A Pair of Keys**

#### **6.1.1. Generating A Pair of Keys of the Certification Authorities and Subscribers**

Generation and installation of the keys is performed in accordance with the internal procedure of KIR S.A. that governs the rules of generation and management of the keys of the ROOT CA and SZAFIR Trusted CA.

The ROOT CA is a superior authority, whereas the SZAFIR Trusted CA acts as an operational authority.

The ROOT CA authority has two pairs of RSA keys and the self-signed certificate of the public key. A certified key is used for certification of the public keys of the operational centres and generation of

lists of the revoked certificates (CRL and ARL). The second pair of keys is used for securing communication within the infrastructure of the ROOT CA PKI. The keys of the ROOT CA are generated within a separate environment: the CA server is an engine dedicated only for supporting processes relating to the SZAFIR ROOT CA and is equipped with a cryptographic module that meets the security standards according to FIPS-140-2 level 3. Generation of keys and operations relating to the use of the private key shall be performed in the cryptographic module only.

The SZAFIR Trusted CA authority acts as an operational authority. It has two pairs of RSA keys, of which one public key has been certified by the superior ROOT CA authority. The role the SZAFIR Trusted CA is to generate certificates of the public keys of subscribers and publication lists of the revoked certificates (CRL). The second pair of keys is used for securing communication within the infrastructure of the SZAFIR Trusted CA. The keys of the SZAFIR CA are generated within a separate environment: the CA server is an engine dedicated only for supporting processes relating to the SZAFIR ROOT CA and is equipped with a cryptographic module that meets the security standards according to FIPS-140-2 level 2. Generation of keys and operations relating to the use of the private key shall be performed in the cryptographic module only.

A committee made up of employees of KIR S.A. is established to generate keys. All activities and their completion time are registered in the document registering the activities. After the generation procedure has been completed, together with relevant reports the document is signed by the committee and filed into the archives.

Keys of the Operators are used for signing subscribers' requests for certification of keys. They are also used for authorisation of the Operators in the system and securing communication between the client application and the program module of the Registration Authority. Keys of the Operators are recorded on cryptographic cards and issued to authorised employees under supervision of the Security Inspector.

The subscriber may itself generate a pair of keys and present the public key for certification in the form of a PKCS#10 request. Keys for subscribers may also be generated by the SZAFIR Trusted CA both in the cryptographic cards or in the form of files. Keys generated in files are password protected.

#### **6.1.2. Delivery of the Private Key to the Subscriber**

If keys are generated in the SZAFIR Trusted CA, the private and public key shall be forwarded to the subscriber together with a public key certificate. During the first registration in the SZAFIR Trusted CA, the subscriber shall have to appear personally in the registration authority to verify their identity and collect the carrier with the private key, or – if the Agreement so provides - process of identity verification and provision of the private key may also be done in the offices of the recipient of certification services, after an on-site service of the Operator has been purchased. If the keys have been issued in a cryptographic card, access to the private key shall be secured with the PIN/PUK codes that the subscriber shall assign individually after receiving the card. The registration authority may also generate the subscriber's keys in the form of a PKCS#12 file that is password protected.

#### **6.1.3. Delivery of the Public Key to the Certification Authority**

If the certification authority generates a pair of keys there is no necessity for the subscriber to deliver a public key. If the keys are generated by the subscriber, it shall deliver its public key to the registration authority in the form of an electronic request signed with the private key that complies with the PKCS#10 standard. Keys to be certified shall be delivered from the registration authorities to the certification authority through an encrypted communication channel in the form of electronic requests signed with a key by an authorised registration inspector.

#### **6.1.4. Delivery of the Public Key of the Certification Authorities to Trusted Parties**

Keys of the certification authorities shall be made available to trusted parties in the form of certificates that comply with the X.509v3 standard. A certificate of the SZAFIR ROOT CA is a self-signed certificate, whereas a certificate of the SZAFIR Trusted CA is signed by the SZAFIR ROOT CA. Certificates of the certification authorities are published at the website of KIR S.A. [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl)

Certificates of the certification authorities are also distributed in the in-house program of KIR S.A. that is used for supporting the electronic signature in Internet browsers.

#### **6.1.5. Length of Keys**

Keys of the certification authorities have the following length:

<b>Certification Authority (CA)</b>	<b>Length of the Key</b>
SZAFIR ROOT CA	RSA with 2048 bits
SZAFIR Trusted CA	RSA with 2048 bits

Keys of the subscribers may be from 1024 to 2048 RSA bits long. SSL certificates are issued for 2048-bit RSA keys.

#### **6.1.6. Generating Parameters of the Public Key and Quality Check**

The process of generating keys in the certification authority is performed using a pseudo-random number, while applying strong cryptographic algorithms. To ensure high quality keys prime numbers are subjected to the Miller-Rabin primality test. KIR S.A. does not impose any limits concerning the parameters of key generation for subscribers generate the key on their own and submit it for certification. It is, however, recommended that the key should satisfy the requirements set in the document called EESSI-SG Algorithms and Parameters for Secure Electronic Signatures. The CA shall check if the key that has been presented for certification satisfies the requirements set forth in Clause 6.1.5.

#### **6.1.7. Application of the Keys (By Key Usage Field for X.509 v.3 Certificates)**

The key usage is defined by the KeyUsage field (OID: 2.5.29.15) with extensions of standard certificates.

Key	Application
Keys of the CA used for certification of the subscribers' keys	Certificate Signing CRL Signing
Keys of the CA used for communication within the infrastructure	Digital Signature Non-Repudiation Key Encipherment Data Encipherment Key Agreement
Keys of the registration operators	Digital Signature Non-Repudiation
Keys of the subscribers	Digital Signature Non-Repudiation Key Encipherment Data Encipherment

Certificates of subscribers may also have the ExtKeyUsage field (OID: 2.5.29.37). It defines detailed application of the key.

## 6.2. Protection of the Private Key and Technical Control of the Cryptographic Module

Private keys of the certification authorities are protected in the manner that prevents their unauthorised use, loss, or disclosure. Keys are generated and stored in a secure environment that is protected by cryptographic modules. Keys are subject to divisions into secrets, access to secrets is vested only upon appointed and trusted employees of KIR S.A. Keys of subscribers may be generated by the certification authority in the form of PKCS#12 files that are password protected or on cryptographic cards protected by PIN/PUK codes.

### 6.2.1. Standards for the Cryptographic Module

Hardware modules used in the certification authority meet the following standards:

Module protection the SZAFIR ROOT CA key – FIPS-140-2 level 3.

Module protection the SZAFIR Trusted CA key – FIPS-140-2 level 2.

### 6.2.2. Private Key Division

A private key of the certification authorities is divided into secrets that are co-shared according to the model  $m z n$ .

A chart of the private key division:

Certification Centre	Total Number of Secrets [n]	Number of Secrets Necessary for Using the Key [m]
SZAFIR ROOT CA	6	3
SZAFIR Trusted CA	6	2

Each of the secrets is stored on a cryptographic card protected with a PIN code. Secrets have been distributed among trusted persons during a key generation ceremony. Persons having access to secrets must be present during the key generation ceremony and supervise correctness of its completion. The fact of key generation, correctness of the ceremony, and delivery of the card shall be confirmed in a report by secret holders. Secret holders shall be responsible for duly protecting cards by way of a PIN code known only to them. A secret holder shall be obliged to ensure a secure place for keeping the secret, its protection against disclosing, copying, making available to unauthorised persons, and to prevent unauthorised use of the secret. A secret holder must simultaneously ensure a possibility of recovering the secret in the event whereby its holder is not available.

A secret holder shall be held responsible for due protection of the secret. In the event of loss, theft, damage to the card or any other situation that compromises the secret's security the Security Inspector shall have to be immediately notified accordingly.

### 6.2.3. Depositing of the Private Key

KIR S.A. does not provide services of depositing and storing private keys of subscribers. The keys of certification authorities are not deposited outside KIR S.A.

### 6.2.4. Back-Up Copies of the Private Key

A certification authority shall create back-up copies of the keys and store them in the back-up location. Copies of the cards with share secrets shall be deposited in the certification authority's safes, and access to safes shall be granted to Security Inspectors only. PINs to the cards shall be kept in sealed envelopes deposited in the safes located in other premises. Disk files in a close safety environment of cryptographic modules are stored on servers in the encrypted form with a 3DES algorithm. A full set of materials used for recovering a private key of the certification authority shall not be kept in a single place. In the event of a necessity to recover the key from back-up copies a procedure of entering the key into the module is performed as described in Clause 6.2.6.

### 6.2.5. Private Key Archiving

KIR S.A. does not archive private keys of the certification authorities. Following expiry of the certificates of the public keys of the certification authorities and discontinuance of operations, the private keys of the certification authorities shall be destroyed. KIR S.A. does not archive private keys of the subscribers.

#### **6.2.6. Uploading a Private Key to the Cryptographic Module or its Downloading**

Uploading a private key to cryptographic modules is done in the following situations:

- 1) launch of the certification authority during the system start-up;
- 2) recovery of the key of the certification authority in the back-up location;
- 3) replacement of the cryptographic module.

The key is uploaded to the module with the presence of the holders of co-shared secrets. To upload the key it is necessary to have the presence of the number of secrets described in Clause 6.2.2. Uploading is done within a closed security environment. A private key is made up of elements. Parts of the secret key from the cards are provided in sequence, enciphered files are uploaded into the module's memory and then deciphered. A private key is ready to use. Uploading of the key into the module is recorded in the register of events.

#### **6.2.7. Storing of the Private Key in the Cryptographic Module**

After deciphering and uploading the private key to the memory of the cryptographic module, it is hardware protected. There is no possibility to read the value of the private key from the module, this key never leaves the module. Operations that require using the private key are performed in the cryptographic module.

Keys of the registration authorities and Registration Inspectors are stored in the cryptographic cards protected with the PIN and PUK codes.

#### **6.2.8. Private Key Activation**

Once uploaded into the module, the key shall be active. Signing operations shall be performed in separate sessions. The program module of the certification authority that uses a private key must be authenticated to perform the signing operations. Only a program module that uses the infrastructure keys may perform such operations. Following authentication an active session is open and data for signing is sent to the module.

#### **6.2.9. Deactivation of the Private Key**

After the operation of signing the data in the module has been completed the session between the module and software shall be closed. Execution of another signature requires opening a new session. Deactivation of the key in the module may be performed by the system administrator upon request of a Security Inspector or, if there is a need to perform deactivation (key is subject to a threat, system has been shut down). Deactivation shall be performed by cleaning the memory of the cryptographic module. Deactivation of the key is recorded in the register of events.

#### **6.2.10. Destruction of the Private Key**



After operations of the certification authority have been completed, all elements used for recovering of the private key shall be destroyed.

Cards that contain co-shared secrets shall be cleaned with the use of utility software and next physically destroyed by cutting.

Destruction of the carriers and cards shall be performed by a specially formed committee. The fact of destroying the carriers and cards shall be confirmed by a report with signatures of the committee members.

#### **6.2.11. Possibilities of the Cryptographic Module**

Parameters of cryptographic modules are described in Clause in Clause 6.2.1.

### **6.3. Other Aspects of Key Management**

The following clauses describe aspects relating to the operational period of certificates and archiving of keys.

#### **6.3.1. Public Keys Archiving**

The certification authority shall keep the archives of public keys. The purpose of archiving is to create a possibility of verifying electronic signatures after expiry of the operational period of a certificate of the authority and closure of its operations.

Keys of the certification authority shall be subject to archiving. Public keys shall be archived in the form of certificates. Archiving shall be done by a Security Inspector. Archiving shall be performed by recording files with certificates on optical carriers. Archived files shall be affixed with an electronic signature of a Security Inspector. Details of how to set up the electronic archives are described in Clause 5.5

The archiving period for public keys shall be:

<b>Entity's public key</b>	<b>Archiving Period</b>
SZAFIR ROOT CA	min. 5 years
SZAFIR Trusted CA	min. 5 years

#### **6.3.2. Operational Period of Certificates**

Operational Period of Certificates

<b>Certificate of an Entity</b>	<b>Operational Period</b>
SZAFIR ROOT CA	20 years
SZAFIR Trusted CA	10 years

Subscriber	maximum 5 years, excluding ELIXIR certificates for which operational period is maximum 2 years
------------	--

## 6.4. Activating Data

If a certificate and a pair of keys have been generated on a cryptographic card, then prior to the first use of the card, the subscriber shall be obliged to assign their own PIN and PUK code that protects access to the card.

In case whereby a pair of keys is recorded by KIR S.A. together with the certificate, before it is issued to the subscriber in the form of a file, then it shall be protected by a password assigned by KIR S.A.

The subscriber or another person authorised to submit a request for certificate revocation / suspension shall be obliged to deliver to KIR S.A. passwords for certificate suspension and revocation. The password, written down on a sheet of paper, shall be put into a sealed non-transparent envelope. Failure to forward the password prevents submission of a request to revoke or suspend a certificate by the Internet or telephone.

The internal envelope shall additionally bear the following data:

- 1) the first name and the surname of the authorised person;
- 2) PESEL number of the eligible person.

If the password is submitted by a person other than the subscriber, such person shall be obliged to give the legal grounds authorising it to request certificate revocation or suspension.

Envelopes with passwords shall be stored at KIR S.A., whereas access to them shall have only persons authorised at KIR S.A. to suspend and revoke certificates.

The person authorised to request certificate revocation or suspension shall have the right to change the previously given password.

### 6.4.1. Generation and Installation of Activating Data

Assigning codes by the subscriber to protect the card with the pair of keys and the certificate should be performed with the use of application for card management that has been delivered by KIR S.A. together with the card.

A password to protect the file with the keys and the certificate shall be generated at random by KIR S.A. in the process of generating the pair of keys and recorded in a save envelope.

### 6.4.2. Activating Data Protection

The PIN and PUK codes that have been assigned by the subscriber shall be known to the subscriber only.

The password to the file with the pair of keys and the certificate shall be known to the subscriber only.

It is the subscriber's responsibility to protect the PIN and PUK codes for the card and the password protecting access to the file with the keys.

Disclosure of the PIN and PUK codes or the password to the file with the keys to other persons should be a condition for requesting certificate suspension or revocation.

#### **6.4.3. Other Aspects Relating to Activating Data**

Copies of the passwords to protect access to the files with the pairs of keys shall not be stored at KIR S.A. KIR S.A. does not have any codes or data that allow recovering the PIN and PUK codes that protect access to the card and which were assigned by the subscriber.

### **6.5. Supervision Over Computer System Security**

For provision of the service of certification of keys, hardware and specialist software shall be used that makes up a closed computer system. The system has been executed in the way that satisfies the requirements set forth in the document called CWA 14167-1 Security Requirements for Trustworthy Systems Managing Certificates for Electronic Signatures - Part 1: System Security Requirements.

#### **6.5.1. Technical Requirements Concerning Specific Security Measures for Computer Systems**

Servers and working stations of the system shall be specially prepared to operate in the certification system (hardening of the operating systems) and protected with anti-virus software. Management of the accounts in the system shall be multi-level and performed at the level of the domain/operating system, application of the system managing certificates, and databases. User accounts shall be assigned in accordance with the rules described in the internal documents of KIR S.A.

#### **6.5.2. Assessment of Security of Computer Systems**

Assessment of security of the computer systems shall be performed on the basis of WebTrust Principles and Criteria for Certification Authorities.

### **6.6. Life Cycle of Technical Security Measures**

#### **6.6.1. System Development Supervision**

Supervision over system development shall be exercised by a Security Inspector. He shall approve the system configuration and the planned changes to the software and hardware. Before it is approved for a production environment, each change shall be tested in a testing environment. After passing rigorous acceptance tests, it may be implemented in the production environment. Any changes in the system shall be recorded in the system documentation and registered in the register of events.

Computer hardware and cryptographic modules are selected in such way to be able meet an assumed functionality and security standards.

#### **6.6.2. Security Management Supervision**

KIR S.A. has extended internal procedures for security management. There is constant monitoring of system security performed at many levels. Examined is the integrity of software, network traffic, configuration of the system and security devices. A system inspection report is regularly prepared. Supervision over system security is exercised by professionals from KIR S.A.

### **6.6.3. Supervision Over of the Life Cycle of Security Measures**

The CPS does not impose a life cycle of the security measures that have been applied. Security measures shall be replaced in the event of a need to apply other than those that are currently used, amendments in legal regulations, or if technologically they are outdated and do not comply with the current standards and norms.

## **6.7. Supervision Over Computer Network Security**

Access to the communication and IT system in which certification services are provided shall be protected at the level specified for the provision of certification services that consist in issuance of qualified certificates within the meaning of the Electronic Signature Act and secondary legislation to it.

Supervision over security of the computer networks of KIR S.A. is exercised by qualified staff.

## **7. CERTIFICATE PROFILE AND CRLs**

### **7.1. Certificate Profile**

#### **7.1.1. Version number**

Certificates generated in the SZAFIR system comply with the ITU-T X.509 v3 standard.

A certificate in the X.509v3 format is made up of three parts:

- 1) certificate contents (tbsCertificate);
- 2) identifier of the digital signature's algorithm (signatureAlgorithm);
- 3) digital signature (signature).

The first part of the certificate is made up of the following basic fields:

- 1) certificate version : v3;
- 2) certificate serial number;
- 3) identifier of an algorithm applied by the issuer to generate a digital signature (*signature*);
- 4) identifier of the certificate issuer (*issuer*) in the form of a distinguished name (*distinguished name*) compliant with the X.500 standard;
- 5) certificate operational period (*validity*);
- 6) identifier of the public key holder (*subject*) that is included in the certificate in the form of a distinguished name (*distinguished name*) compliant with the X.500 standard;
- 7) public key of the user together with an identifier of the algorithm for which it may be used (*subject public key info*);
- 8) unique identifier of the issuer that is present only when a possibility of reusing the identifier for generating a new certificate is permitted (*issuer unique ID*);

- 9) unique identifier of the owner of the public key included in the certificate present only when a possibility of reusing the identifier for generating a new certificate is permitted (*subject unique ID*);
- 10) extensions of the basic fields (*extensions*).

### **7.1.2. Certificate Extensions**

The following standard extensions may be used in certificates issued under this Policy:

- 1) Authority Key Identifier (non-critical) - an identifier of the public key that corresponds to the private key used for generating digital signatures. It is used only when the certification authority has more than one key for signature, e.g. in a situation when keys are changed (160 bit SHA-1 hash function),
- 2) Subject Key Identifier (non-critical) - identifier of the public key included in the certificate (160 bit SHA-1 hash function),
- 3) Key Usage (critical) – scope of using the public key included in the certificate. This field's value may take the following values:
  - a) digitalSignature – for executing an electronic signature,
  - b) nonRepudiation – relating to execution of a non-repudiation service,
  - c) keyEncipherment – for encipherment of keys,
- 4) Extended Key Usage (non-critical) – defines permitted scope of applying the subscriber's key. This field may assume the following values:
  - a) clientAuthentication – verification of the client certificate,
  - b) serverAuthentication – verification of the sever certificate,
  - c) codeSigning – for signing the application code,
  - d) emailProtection – for protecting electronic mail,
  - e) ipsecEndEntity – for protection using the IPSEC protocol,
  - f) ipsecTunnel – for protection using the SPIEC protocol,
  - g) ipsecUser – for protection using the IPSEC protocol;
- 5) Basic Constraints (not critical) - allows to define whether a certification authority is an owner of the certificate and how long the certification path is;
- 6) Subject Alt Name – allows to define another name of the certificate subject, e.g. an electronic mail address;
- 7) CRLDistributionPoint – indication of a place where CRLs are published.

### **7.1.3. Algorithm Identifiers**

In case of a certification authority that generates certificate in compliance with the Policy, the authority shall sign certificates with an RSA algorithm having 2048 bit keys and an SHA-1 hash function.

Certificates of the subscribers shall be issued for RSA keys having the length of 1024 bits or 2048 bits and an SHA-1 hash function.

#### **7.1.4. Name Forms**

Certificates contain indication of the subject of the certificate issuer and the subject of the certificate prepared in accordance with Clause 3.1.1.

#### **7.1.5. Limitations Imposed on Names**

KIR S.A. does not impose limitations on names included in certificates.

#### **7.1.6. Distinguished Names of the Certification Policy**

The distinguished name of the policy for standard certificates looks as follows:

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571) id-szafir(1)
id-nkw(2) id-szafir-standard(3)
```

The distinguished name of the policy for certificates for signing codes looks as follows:

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571) id-szafir(1)
id-nkw(2) id-szafir-kod(4)
```

The distinguished name of the policy for VPN certificates looks as follows:

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571) id-szafir(1)
id-nkw(2) id-szafir-VPN(5)
```

The distinguished name of the policy for SSL certificates looks as follows:

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571) id-szafir(1)
id-nkw(2) id-szafir-SSL(6)
```

The distinguished name of the policy for test certificates looks as follows:

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571) id-szafir(1)
id-nkw(2) id-szafir-test(7)
```

The distinguished name of the policy for ELIXIR certificates looks as follows:

```
iso(1) member-body(2) pl (616) organization(1) id-kir(113571) id-szafir(1)
id-nkw(2) id-szafir-ELIXIR(8)
```

#### **7.1.7. Use of Extensions Not Allowed in the Certification Policy**

KIR S.A. does not envisage putting in certificates other extensions than those referred to in Clause 7.1.2 of the CPS.

#### **7.1.8. Processing of Semantics for the Critical Extensions of the Certification Policy**

KIR S.A. does not define requirements in this respect.

## 7.2. Profile of the CRL

The CRL is made up of three parts:

- 1) list contents ((tbsCertList);
- 2) identifier of the digital signature's algorithm (signatureAlgorithm);
- 3) digital signature (signature).

The first part of the CRL is made up of the following basic fields:

- 1) version of the CRL (version);
- 2) identifier of an algorithm applied by the issuer to generate a digital signature (signature);
- 3) identifier of a certification authority in the form of a distinguished name compliance with X.501 (issuer);
- 4) issuance date of this CRL (thisUpdate);
- 5) issuance date of the next CRL (nextUpdate);
- 6) list of revoked certificates (revokedCertificates). The list is made up of the following fields:
  - a) serial number of the revoked certificate (serialNumber),
  - b) certificate revocation date (revocationDate),
  - c) reason for certificate revocation (reasonCode). Available possibilities include:
    - unspecified,
    - keyCompromise,
    - cACompromise,
    - affiliationChanged,
    - supersided,
    - cessationOfOperation,
    - onHold,
- 7) extensions (crlExtensions).

The *signatureAlgorithm* field contains an identifier of the algorithm used by the certification authority to generate a signature under the CRL. In case of certification authorities that generate certificates in compliance with the Code, it is an RSA algorithm having 2048 bit keys and an SHA-1 hash function.

The *signature* field contains a digital signature generated by the issuer of a CRL – a certification authority. For data included in the tbsCertificate field a value of the hash function is generated that shall be enciphered with the private key of the certification authority.

### 7.2.1. Version number

CRLs are generated in compliance with the X.509 standard, version 2.

## 7.2.2. Extensions of CRLs and Access to CRLs

Supported extensions include:

- 1) identifier of the key of the certification authority used for signing the CRL (AuthorityKeyIdentifier);
- 2) monotonically increasing the number of the CRL (CRLNumber);
- 3) place where the CRLs are put (IssuingDistributionPoint).

CRLs are published at the website of [www.elektronicznypodpis.pl](http://www.elektronicznypodpis.pl). Access to lists is unlimited and free of charge.

## 7.3. OCSP Profile

KIR S.A. provides an on-line certificate status verification service on the basis of the OCSP protocol (Online Certificate Status Protocol) in accordance with RFC 2560. The OCSP service is provided by all certification authorities described in the Code. Each of the certification authorities uses a dedicated certificate to sign OCSP responses. The service is provided as an Authorized Responder. Responses of the responder are authenticated with the use of a special certificate that has been issued for that purpose by the authority and the status of which is authenticated by the responder. Certificates of the responders include the extendedKeyUsage extension that corresponds to the value of id-kp-ocspSigning (OID 1.3.6.1.5.5.7.3.9). Each of the certification authorities uses a dedicated certificate to sign OCSP responses.

A certification authority that provides the OCSP service puts information on the manner of accessing the service in the issued certificates. Such information is included in AuthorityInfoAccess extension and has the following form:

```
id-pe-authorityInfoAccess OBJECT IDENTIFIER ::= { id-pe 1 }

AuthorityInfoAccessSyntax ::=
    SEQUENCE SIZE (1..MAX) OF AccessDescription

AccessDescription ::= SEQUENCE {
    accessMethod          OBJECT IDENTIFIER,
    accessLocation        GeneralName }


```

An access method to OCSP (OID id-ad-ocsp) has been put in the accessMethod field, while in the accessLocation field, there is an URI to the OCSP service.

### 7.3.1. Certificate Status Query

The OCSP server accepts queries about the certificate status the syntax of which is compliant with RFC 2560:

```
OCSPRequest ::= SEQUENCE {
    tbsRequest          TBSRequest,
    optionalSignature   [0] EXPLICIT Signature OPTIONAL }

TBSRequest ::= SEQUENCE {
    version             [0] EXPLICIT Version DEFAULT v1,

```



```

requestorName      [1]      EXPLICIT GeneralName OPTIONAL,
requestList        [1]      SEQUENCE OF Request,
requestExtensions  [2]      EXPLICIT Extensions OPTIONAL }

Signature ::= SEQUENCE {
  signatureAlgorithm AlgorithmIdentifier,
  signature          BIT STRING,
  certs              [0] EXPLICIT SEQUENCE OF Certificate OPTIONAL}

Version ::= INTEGER { v1(0) }

Request ::= SEQUENCE {
  reqCert          CertID,
  singleRequestExtensions [0] EXPLICIT Extensions OPTIONAL }

CertID ::= SEQUENCE {
  hashAlgorithm      AlgorithmIdentifier,
  issuerNameHash     OCTET STRING, -- Hash of Issuer's DN
  issuerKeyHash      OCTET STRING, -- Hash of Issuers public key
  serialNumber       CertificateSerialNum }

```

### 7.3.2. OCSP Server Response

The OCSP server returns responses about the certificate status the syntax of which is compliant with RFC 2560:

```

OCSPResponse ::= SEQUENCE {
  responseStatus  OCSPResponseStatus,
  responseBytes   [0] EXPLICIT ResponseBytes OPTIONAL }

OCSPResponseStatus ::= ENUMERATED {
  successful          (0), --Response has valid confirmations
  malformedRequest    (1), --Illegal confirmation request
  internalError       (2), --Internal error in issuer
  tryLater            (3), --Try again later
                     --(4) is not used
  sigRequired         (5), --Must sign the request
  unauthorized        (6)  --Request unauthorized }

ResponseBytes ::= SEQUENCE {
  responseType  OBJECT IDENTIFIER,
  response      OCTET STRING }

BasicOCSPResponse ::= SEQUENCE {
  tbsResponseData  ResponseData,
  signatureAlgorithm AlgorithmIdentifier,
  signature        BIT STRING,
  certs            [0] EXPLICIT SEQUENCE OF Certificate OPTIONAL }

ResponseData ::= SEQUENCE {
  version          [0] EXPLICIT Version DEFAULT v1,
  responderID      ResponderID,
  producedAt       GeneralizedTime,
  responses        SEQUENCE OF SingleResponse,
  responseExtensions [1] EXPLICIT Extensions OPTIONAL }

ResponderID ::= CHOICE {

```

```

byName          [1] Name,
byKey           [2] KeyHash }

```

```

SingleResponse ::= SEQUENCE {
    certID          CertID,
    certStatus      CertStatus,
    thisUpdate      GeneralizedTime,
    nextUpdate      [0] EXPLICIT GeneralizedTime OPTIONAL,
    singleExtensions [1] EXPLICIT Extensions OPTIONAL }

```

```

CertStatus ::= CHOICE {
    good          [0] IMPLICIT NULL,
    revoked       [1] IMPLICIT RevokedInfo,
    unknown       [2] IMPLICIT UnknownInfo }

```

```

RevokedInfo ::= SEQUENCE {
    revocationTime      GeneralizedTime,
    revocationReason    [0] EXPLICIT CRLReason OPTIONAL }

```

Information on the certificate status is included in the CertStatus field of the SingleResponse structure.

Three values are possible:

0 – good – certificate is not in the CRL,

1 – revoked – certificate has been revoked, it is in the CRL,

2 – unknown – certificate status is not known.

In case of status 1 (revoked) information on the time and reason for revoking is put in the revocationTime and revocationReason fields of the RevokedInfo structure. The revocationReason field may assume values of CRLReason according to RFC 2459 "Internet X.509 Public Key Infrastructure Certificate and CRL Profile":

```

CRLReason ::= ENUMERATED {
    unspecified(0),
    keyCompromise(1),
    cACompromise(2),
    affiliationChanged(3),
    superseded(4),
    cessationOfOperation(5),
    certificateHold(6),
    removeFromCRL(8)
}

```

### 7.3.3. Version Number

Responses of the OCSP service generated by the OCSP server are compliant with RFC 2560. The version number is marked with 0 which corresponds to version v1.

### 7.3.4. OCSP Extensions

The OCSP server response contains the OCSP Nonce Extension (OID 1.3.6.1.5.5.7.48.1.2) that contains a phrase linking the query with the response. The value in the OCSP response is the same as the phrase in the query. The purpose of using the phrase is to prevent replay attacks on the OCSP server.

Responses of the OCSP server do not contain private extensions.

## **8. COMPLIANCE AUDIT AND OTHER ESSESSMENTS**

An audit shall be performed to check compliance of actual activities and actions undertaken by KIR S.A. with the procedures and processes described in the documentation of the certification authority.

### **8.1. Issues Covered by Audit**

Issues covered by audit include:

- 1) controls concerning management of the key's life cycle;
- 2) controls concerning the certificate's life cycle;
- 3) information security management;
- 4) management of resources and their classification;
- 5) staff security;
- 6) physical and environmental security;
- 7) management of operational tasks and system access;
- 8) system development and maintenance;
- 9) business continuity management;
- 10) monitoring and ensuring compliance with the procedures;
- 11) logging / registration of events.

### **8.2. Frequency and Circumstances of Assessment**

An external audit shall be performed at least once a year in accordance with the schedule approved in an agreement with the auditor. Internal audits shall be carried out in accordance with the plan that is effective at KIR S.A. for audits comprising certification authorities.

### **8.3. Identity / Qualifications of the Auditor**

External audits are carried out by a company that is authorised to perform such compliance audits. It should be a company that has proper experience in conducting compliance audits and employs a sufficient number of properly trained staff.

### **8.4. Relation Between the Audited and the Audited Unit**

A company that performs external compliance audits must be independent from KIR S.A.

### **8.5. Actions Undertaken to Removal Defects Detected During the Audit**

Any information about defects detected during the audit shall be forwarded to persons managing the certification authority of KIR S.A. or a Security Inspector. Such persons shall immediately undertake actions aimed at removing defects.

## **8.6. Informing About Audit Results**

Information about audit results in the form of an audit report or a summary of such report shall be published at the website of KIR S.A.

## **9. OTHER BUSINESS AND LEGAL ISSUES**

### **9.1. Fees**

Fees for the provision of certification services are set in a price list of certification services published at the website of KIR S.A. [www.kir.com.pl](http://www.kir.com.pl), Agreement, the offer, or another document containing price proposals.

#### **9.1.1. Fees for Certificate Issuance and Its Renewal**

KIR S.A. shall charge fees for certificate issuance and its renewal. The amount of such fees depending on the certificate type is set in the price list of certification services, the Agreement, the offer, or in another document that contains price proposals.

#### **9.1.2. Fee for Access to Certificates**

Fees for access to certificates are not charged by KIR S.A.

#### **9.1.3. Fees for Revocation or Information About Certificate Status**

#### **9.1.4. *KIR S.A. does not charge fees for revoking a certificate or downloading CRLs or for using the OCSP service. Fees for Other Services***

As regards provision of certification services KIR S.A. may also charge other fees, provided they shall be introduced to the price list of certification services. They may include, among others, fees for:

- training and consultation;
- cards;
- readers;
- software.

#### **9.1.5. Reimbursement of Fees**

Reimbursement of fees is permitted under regulations of Polish law in case KIR S.A. has not performed its agreement concluded with a recipient of services or it has performed unduly.

## **9.2. Financial Liability**

KIR S.A. shall be held liable for damage related to services that are governed by the CPS.

An injured party should file a claim for damage within 30 days from its occurrence. In the event of filing a claim for damage at a later date, KIR S.A. may refuse reviewing such filing.

KIR S.A. shall be held liable only for damage that has been caused during the operational period of the certificate that such damage relates to.

KIR S.A. undertakes to pay compensation, if it confirms that damage has been caused by operations by KIR S.A. and included within the scope of responsibilities of KIR S.A. The amount of paid compensation shall not be higher than the amount of damage that has been demonstrated and recognised and may not exceed the amounts specified in Clause 9.8.

#### **9.2.1. Financial Liability**

Damage paid for in cash or otherwise satisfied, particularly by means of restitution, e.g. issuance of a new certificate, a time-stamp, a card, or a reader.

#### **9.2.2. Other Assets**

KIR S.A. has sufficient financial resources necessary to conduct its operations and satisfy its obligations.

#### **9.2.3. Extended Scope of the Warranty**

The CPS does not provide for any requirements in that respect.

### **9.3. Business Information Confidentiality**

Agreements, personal data, any information relating to the provision of certification services, and also obtained in the course of their provision shall be confidential. They shall be protected by the following provisions, respectively:

- 1) the Act on Prohibiting Unfair Competition of 16 April 1993. (Journal of Laws of 2003, No. 153, item 1503, as amended) to the extent applicable to the enterprise secrets, and also
- 2) the Personal Data Protection Act.

#### **9.3.1. Scope of Classified Information**

Protected shall be information that is held by KIR S.A.:

- 1) internal procedures concerning provision of certification services;
- 2) private keys of the infrastructure of KIR S.A. used for the provision of certification services;
- 3) passwords for suspending and revoking of certificates;
- 4) archives, logs of the operations of the telecommunication and IT system used for the provision of certification services;
- 5) data of subscribers or other entities involved in issuing, revoking, and suspending of certificates;
- 6) private keys of the infrastructure of KIR S.A. used for the provision of certification services;
- 7) passwords for suspending and revoking of certificates;

#### **9.3.2. Information That is Not Confidential Information**

Information that is not confidential information is all information that has not been marked as confidential by subscribers, trusted parties, or KIR S.A.

Data recorded in the certificate shall be deemed as not covered confidentiality.

### **9.3.3. Responsibility for Protection of Confidential Information**

KIR S.A. shall be responsible for protecting confidential information it has been entrusted with.

## **9.4. Personal Data Protection**

Personal data of the subscribers and persons authorised by the recipients of certification services provided to KIR S.A. shall be subject to protection in line with the requirements on personal data protection.

Processing of personal data at KIR S.A. shall be done pursuant to the rules provided in the Personal Data Protection Act and its secondary regulations. Every person to whom a certificate has been issued shall have rights provided under the Act.

### **9.4.1. Privacy Rules**

Protection of privacy of the subscribers and persons authorised by recipients of certification services is of specific importance for KIR S.A.

Personal data of the subscribers shall be processed at KIR S.A. upon their consent and solely for the purposes and to the extent necessary for the provision of certification services.

Personal data of persons authorised by the recipients of certification services shall be processed solely and to the extent necessary for the performance of the agreement on the provision of certification services.

Processing of personal data of the subscribers for the purposes of promotion of services of KIR S.A. shall be done on the basis of separate consent issued by the subscribers. The subscribers shall be informed about a voluntary nature of such consent and a possibility of its withdrawal.

Each person shall have the right to access the contents of their personal data processed by KIR S.A.

### **9.4.2. Information Considered As Private**

KIR S.A. treats personal data as private information.

### **9.4.3. Information Not Considered As Private**

Information other than that indicated in Clause 9.4.2 shall not be considered as private.

### **9.4.4. Responsibility for Protection of Private Information**

Krajowa Izba Rozliczeniowa S.A. 02-781 Warszawa ul. rtm. W. Pileckiego 65 is a controller of the subscriber's personal data within the meaning of Article 7.4 of the Personal Data Protection Act and shall be held liable for the protection of personal data.

### **9.4.5. Reservations and Authorisation to Use Private Information**

In compliance with the requirements of the Personal Data Protection Act KIR S.A. may entrust personal data processing to a third party.

### **9.4.6. Disclosure of Information in Compliance with a Court or Administrative Order**

Pursuant to the requirements of the Personal Data Protection Act KIR S.A. shall be obliged to provide personal data to entities that may submit such requests in accordance with mandatory regulations of law.

#### **9.4.7. Other Circumstances of Information Disclosure**

This CPS does not provide for other circumstances of information disclosure.

### **9.5. Intellectual Property Protection**

Copyright to this document is held by Krajowa Izba Rozliczeniowa S.A. It may be used solely for the purposes of using certificates. Any other uses, including the entire or part of the document shall require a written consent of Krajowa Izba Rozliczeniowa S.A., provided that KIR S.A. expresses its consent to copying and publishing this document in its entirety.

A recipient of certification services shall be held fully liable for the data disclosed by them in the certificate. KIR S.A. does not verify data provided by subscribers in terms of its merits, and does not verify the use of the registered trademarks, either. Further to that KIR S.A. shall not be held liable for their default.

Certificates of the certification authorities of KIR S.A., i.e. SZAFIR ROOT CA and SZAFIR Trusted CA are the property of KIR S.A. KIR S.A. shall grant licenses to software or hardware manufacturers for making copies of certificates of the certification authorities and for placing them in the software, especially in certificate warehouses or on hardware.

### **9.6. Representations and Warranties**

#### **9.6.1. Obligations and Warranties of KIR S.A. with Respect to Non-Qualified Trusted Certification Services**

KIR S.A. undertakes to:

- 1) issue certificates in response to correct certificate orders submitted to KIR S.A.;
- 2) reliably verify identity of subscribers, at the time of delivery of the carrier with a private key or certificate at the latest;
- 3) reliably generate pairs of keys for subscribers;
- 4) reliably verify requests for issuance of certificates, if they are not produced by KIR S.A.;
- 5) reliably verify identity of persons requesting certificate revocation or suspension and their rights to request certificate suspension or suspension;
- 6) revoke and suspend certificates in response to the correctly submitted requests;
- 7) provide information on suspended and revoked certificates at the website;
- 8) protect processed data about subscribers;
- 9) protect its private keys used for generation of certificates and lists with suspended and revoked certificates in accordance with the CPS;

10) perform other obligations provided under law.

Additional obligations of KIR S.A. may be provided for in the Agreement.

KIR S.A. shall be liable for damage caused by failure to perform or undue performance of its obligations with respect to the provided services, unless such failure to perform or undue performance of such obligations has resulted from the circumstances for which KIR S.A. is not held liable and which it could not have prevented despite exercising reasonable care.

KIR S.A. shall be responsible for storing and archiving data relating to issuance, suspension, and revocation of a specific certificate.

KIR S.A. shall be responsible for security of the private keys used in the process of issuing, suspending, and revoking of certificates.

The Agreement may define a more detailed scope of the responsibilities of KIR S.A.

#### **9.6.2. Obligations and Warranties of the Registration Authority**

Since all registration authorities are organisational units of KIR S.A. they do not provide any other additional warranties or are not charged with any other additional obligations.

#### **9.6.3. Obligations and Warranties of the Subscriber**

All obligations and warranties of the subscriber have been already described hereinabove.

#### **9.6.4. Obligations and Warranties of the Trusted Party**

All obligations and warranties of the trusted parties have been already described hereinabove.

#### **9.6.5. Obligations and Warranties of Other Entities**

All obligations and warranties of other entities have been already described hereinabove.

### **9.7. Exclusions from Liability Under the Warranty**

KIR S.A. shall not be held liable for damage resultant from the use of certificates outside the scope defined in the Policy that has been indicated in the certificate, including in particular liability for damage resulting from exceeding the threshold value of a transaction, if such value has been disclosed in the certificate.

KIR S.A. shall not be held liable for damage resultant from incorrect data included in the certificate, entered pursuant to a request of the subscriber or the recipient of certification services, and also that the verification of which has been based on their statements or that has been entered in accordance with the submitted documents that have been forged or presented untrue or non-valid data.

KIR S.A. shall not be held liable for damage resultant from non-valid data entered in the certificate, if at the moment of certificate issuance it has been true.



KIR S.A. shall not be held liable for consequences, including suffered damage, of using the software the executable code of which has been signed with a certificate for signing the code issued by KIR S.A.

KIR S.A. shall not grant any warranty to users of the software or hardware in which certificates of the certification authorities of KIR S.A. has been placed pursuant to the license referred to in Clause 9.5 and shall not be held liable for damage resulting from the use of such software.

## **9.8. Limitation of Liability**

If during provision of certification services there is damage occurring attributable to KIR S.A., liability towards all parties may not exceed:

- 1) PLN 0 in total and for a single damage in case of test certificates;
- 2) PLN 100,000 in total and for a single damage in case of other non-qualified certificates.

Liability of KIR S.A. does not include opportunity costs and is limited to actual damage.

KIR S.A. shall only be responsible for damage that has been intentional or caused due to gross negligence, provided that KIR S.A. shall be held at default for damage caused by consumers who are recipients of certification services relating to improper performance of services rendered to them.

## **9.9. Compensation**

Compensation shall be payable upon a recognised complaint, settlement, including a court settlement, or a judgement of a common court.

## **9.10. Term of the Document and Expiry of Its Validity**

### **9.10.1. Term**

This document shall be effective as from the moment it has been assigned an effective status and published on the website of KIR S.A. until another effective version has been published.

### **9.10.2. Expiry**

Another version of the CPS that has been published shows its effective date that at the same time is the expiry date of the present CPS. Thus, the previous CPS shall lose its status as being effective.

### **9.10.3. Effects of Document Expiry**

After this CPS has expired, users of the certificates issued by KIR S.A. shall comply with its provisions during the term of its effectiveness until the expiry of the certificate's operational period.

## **9.11. Individual Notices and Communication with Users**

Commonly available means of communication, including written, telephone, and electronic shall be used for exchanges between KIR S.A. and users. The Parties may define in the Agreement special, additional methods of communication.

Certain types of communication exchange between KIR S.A. and users shall enforce strictly defined methods of communication, e.g. specific network protocols.

Information such as CRLs and current certificates of the certification authorities shall be made available for all those interested in a continuous manner. Any information about defaults on the private key of any of the certification authorities that is subject to this document shall be immediately made available to all those interested.

## **9.12. Implementing Amendments to the Document**

### **9.12.1. Amendment Implementation Procedure**

Amendments to the CPS may be implemented depending on the needs, in particular as a result of discovering errors or due to necessary updates. Amendments may also result from suggestions submitted by interested persons.

Proposals of changes may be submitted by internal mail of KIR S.A. by authorised employees of KIR S.A., and also other interested persons by electronic mail to the contact addresses of KIR S.A. or by traditional mail.

Interested persons who may submit proposals of amendments to be implemented in the CPS are:

- 1) auditors;
- 2) recipients of certification services;
- 3) subscribers;
- 4) employees of KIR S.A., especially a Security Inspector;
- 5) legal institutions, especially in case of discovering conflicting provisions in the CPS that are contrary to the regulation of applicable law.

After amendments have been implemented, the document is updated, its publication date and the version number shall be changed. Each time, amendments shall have to be accepted by the Management Board of KIR S.A.

### **9.12.2. Mechanisms and Dates of Notifying About Amendments and Expected Comments**

Before material amendments are implemented all interested parties shall be informed accordingly by being sent information about intended amendments or by putting such information up at the website of KIR S.A.

The interested parties may send comments to amendments within 10 business days from reception or publication of the same. Amendments relating to comments, provided they are substantial, must be published again and subjected to the above procedure of informing the interested parties.

In other cases, a new version of the CPS with amendments shall be subject a procedure of approval at KIR S.A. until it has been given an "effective" status.

Amendments notified by those interested may be accepted in their entirety, accepted with corrections or rejected after expiry of the date for submitting responses to another version of the document.

Amendments that do not require informing those interested and which may be implemented without notifying them include:

- 1) editorial changes;
- 2) changes that do not materially affect a large group of users.

This kind of amendments are not subject to an amendment procedure.

#### **9.12.3. Circumstances Requiring a Change of the Identifier**

A change of the identifier (OID) may occur in the event of a change of an entity that manages the certification authorities.

#### **9.13. Dispute Resolution Procedures**

If a dispute is not settled under a complaint review procedure, it shall be subjected to resolution by a common court of competent and actual jurisdiction in Poland.

#### **9.14. Governing Law and Jurisdiction**

Polish law shall be governing law, and disputes shall be resolved by a common court of competent and actual jurisdiction in Poland.

#### **9.15. Compliance with Applicable Law**

KIR S.A. operates all of its business in compliance and pursuant to law applicable in Poland.

#### **9.16. Miscellaneous Provisions**

The CPS does not provide for any requirements in that respect.

##### **9.16.1. Completeness of the Terms and Conditions of the Agreement**

The Parties shall be bound by the provisions of the Agreement, the CPS, and the Policy.

##### **9.16.2. Assignment of Rights**

No third party may assume the rights and obligations of a party to the Agreement without the other party's written consent.

If the operations consisting in the provision of services included by this CPS have ended, KIR S.A. may transfer the rights to use the private key and issue and publish a CRL onto another entity without consent of the recipient of certification services, the subscriber, or the trusted party.

##### **9.16.3. Severability of Provisions**

In the event of doubts or discrepancy between the provisions of the Agreement, the Policy, and the CPS that cannot be removed, the Agreement shall prevail having priority before the CPS and the Policy.

In the event whereby provisions of any of the above documents do not comply with law resulting in their invalidity, the valid provisions included other documents shall remain effective.

#### **9.16.4. Enforceability Clause**

Temporary non-exercising of the rights of KIR S.A., as well as failure to use them against one or more of the recipients of certification services or subscriber, may not be construed as a waiver, or permanent abandoning of their use and shall not affect the contents and interpretation of the CPS or the Policy.

#### **9.16.5. Force Majeure**

Circumstances of force majeure shall be understood as extraordinary events that are external, impossible to predict, such as disasters, fires, floods, explosions, social unrests, acts of war, acts of state authorities, power supply failure or failure of a telecommunication connection which, in part or in whole, prevent satisfaction of obligations included in the Agreement, the CPS, or the Policy or make performance of such obligations in accordance with the terms and conditions specified therein difficult.

KIR S.A. shall not be held liable for any default on its obligations, if this has been caused by force majeure.

#### **9.17. Other Provisions**

The CPS does not specify any other provisions.