Terms and Conditions

For using timestamping service (Momentum)

Last modified: 03.04.2020, 1201-195/2 ([view archived versions](#))

Version History

Version	Date	Author	Purpose of changes
2.0	03.04.2020	Marin Piperkoski	Term „Објава за појаснување" in Macedonian translation was changed with „Декларација" according the law protection of consumers. Technical changes and translation corrections.
1.0	05.07.2019	Marin Piperkoski, Suzana Tasevska	Initial document

1. General Terms

KIBS Timestamping service Momentum issues Qualified timestamps meeting the requirements of Regulation (EU) No 910/2014 (eIDAS), legal acts of Macedonia, current ESI standards: General Policy Requirements for Trust Service Providers (ETSI EN 319 401), Policy and Security Requirements for Trust Service Providers issuing Time-Stamps (ETSI EN 319 421) and other related standards.

Present Terms and Conditions (T&C) describe main policies and practices followed by KIBS, provided in Timestamp Policy/Practice Statement (TSP/PS), and described in a supplemental and simplified way in TSA Disclosure Statement.

Present T&C provide the conditions of use of timestamping service and shall be accepted by the Subscriber, before using the timestamping service. In case of conflict between TSP/PS and T&C, the provision of T&C shall prevail.

Relying party shall agree with present T&C before relying on issued timestamp token by KIBS's service.

KIBS has a right to amend T&C at any time when have a justified need for such amendments. The amended T&C along with the enforcement date are published 30 days before enforcement. Current and all previous versions are published on: https://www.kibstrust.mk/repository.

2. Electronic timestamp types and usage

The object identifier (OID) of the KIBS Timestamp policy is: 1.3.6.1.4.1.16305.1.1.3. This OID is referenced by every issued Timestamp and also KIBS TSP/PS. This policy is based on ETSI EN 319 421 best practices for Timestamping (BTSP OID: 0.4.0.2023.1.1).

KIBS timestamps may be equally applied to any application requiring proof that a datum existed before a particular time.

Supported signing algorithms: sha256WithRSAEncryption (2048-bit key). Acceptable hash algorithms in the timestamp requests: SHA256, SHA384, SHA512.

KIBS has responsibility for the operation of one or more Timestamping Units (TSU) which create and sign TST's on behalf of the TSA. Each TSU has a different key. KIBS TSU public key certificate used to sign issued timestamp tokens (TSTs) has validity period up to 5 (five) years.

KIBS preserves all issued timestamps in archive for ten (10) years. The Archive will provide KIBS the ability to extend validity of all constituent time stamps through the application of newer signatures with greater strength.

KIBS can prove the existence of timestamp token upon request of Relying Party. KIBS may ask the Relying Party to cover the costs for such service.

KIBS timestamp service is payable. Fee is defined in the tariff published on the web site http://www.kibstrust.mk or according agreement. KIBS issues timestamps to all interested parties without technical limitations.

3. Reliance limits

The level of accuracy of time provided by KIBS TSA in a timestamp tokens is +/- one (1) second with respect to UTC.

KIBS monitors clock synchronization and ensures that, if the time indicated in a TST drifts or jumps out of synchronization with the UTC, this is detected. In case the TSA clock drifts out of accuracy, timestamp will not be issued.

Local NTP servers with GPS time sources and rubidium atomic clock are used for NTP reference. Monitoring of clock synchronization is done by comparing the time sources.

Information about loss of clock synchronization will be made available in public media.

TSA Event Logs are kept for ten (10) years. See Section 7.4.11 of the complete KIBS TSP/PS at address: http://www.kibstrust.mk/repository.

4. Obligations of subscribers

Subscriber shall use timestamping service in compliance with the present "TSA Terms and Conditions" and applicable agreements set out in article 7.

Subscriber shall create timestamp request only with KIBS approved software or method.

Subscriber shall consider any limitations on usage of the timestamp indicated in KIBS timestamp TSP/PS.

Subscriber shall inform end-users of timestamps about the applicable rules. Subscribers shall protect the secrecy of credentials necessary to access the timestamp issuance system by not communicating or disclosing them to third parties.

5. Relying Party Obligations

Before placing any reliance on a timestamp, Relying Parties must verify that the TST has been correctly signed and associated TSU certificate has not been revoked until the time of verification. During the TSU Certificate validity period, status of the private key can be verified using the relevant DigiCert CRLs, DigiCert Issuing CA Certificates, KIBS TSU Certificates. CRLs are published at (http://crl3.digicert.com/sha2-assured-ts.crl and http://crl4.digicert.com/sha2-assured-ts.crl) If this verification takes place after the end of the validity period of the TSU certificate, Relying Party should follow the guidance denoted in Annex D of ETSI EN 319 421:

If at the time of verification:

- the TSU private key has not been compromised at any time up to the time that a relying part verifies a timestamp;
- the hash algorithms used in the timestamp exhibits no collisions at the time of verification;
- and the signature algorithm and signature key size under which the timestamp has been signed is still beyond the reach of cryptographic attacks at the time of verification;

then verification of a timestamp can still be performed beyond the end of the validity period of the certificate from the TSU.

Relying Party should consider any limitations on usage of the timestamp indicated by this KIBS TSP/PS and T&C.

6. Limitation of Liability

Timestamping and timestamps are compliant with the timestamp TSP/PS and this T&C.

KIBS may not be held liable for any damage arising from any incorrect usage of timestamps other than that permitted by KIBS TSP/PS and this T&C.

KIBS shall be liable for its own fault or negligence. Only a predictable damage may be refundable. The refunded amount in such cases may not exceed the cost of the acquired timestamp.

7. Applicable Agreements and Practice Statements

Relevant agreements, policies and practice statements related to present Term and Conditions are:

KIBS TSP/PS, KIBS TSA Disclosure Statement and Privacy policy as well other documentation can be found at https://www.kibstrust.mk/repository.

8. Privacy Policy

Privacy Policy is available at https://www.kibstrust.mk/repository.

9. Accessibility for persons with disabilities

Timestamping service Momentum as online service is available for persons with disabilities if their workstations and used operating systems and application software is adjusted to dear needs.

10. Refund Policy

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

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

11. Applicable Law, Complaints and Dispute Resolution Mechanisms

The timestamping service is governed by the jurisdiction of Republic of North Macedonia as the location where KIBS AD is registered as a Trusted service provider.

All disputes between the parties will be settled by negotiations. If the parties fail to reach and amicable agreement, the dispute will be resolved at the court in Skopje.

The other parties will be informed of any claim or compliant not later than 30 calendar days after the detection of the basis of the claim, unless otherwise provided by law.

The Subscriber or other party can submit their claim or complaint on the following email: helpdesk@kibstrust.mk.

All dispute requests should be directed to Contact info given in these T&C.

12. TSA and repository licenses, trust marks, and audit

Timestamping service has qualified status in the Macedonia. Prerequisite requirement of this registration is compliance with applicable regulations and standards.

Conformity Assessment Body is accredited in accordance with Regulation EC no 765/2008 as competent to carry out conformity assessment of qualified Trust Service Provider and qualified Trust Services it provides.

Audit conclusions, which are based on audit results of the conformity assessment conducted pursuant to the eIDAS regulation, corresponding legislation and standards, are published on KIBS's website https://www.kibstrust.mk/repository/certs/

13. Contact Information

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

KIBS AD
Bul. "Kuzman Josifovski Pitu" 1, 5-th floor,
+389 2 5513 444, +389 2 3297 444
helpdesk@kibstrust.mk
https://www.kibstrust.mk
1000 Skopje, Republic of North Macedonia

14. Timestamp service availability

KIBS ensures the availability of timestamping service 24 hours a day, 7 days a week with a minimum of 99% availability overall per year with a scheduled downtime that does not exceed 0.45% annually.

END OF DOCUMENT