

9.4 Privacy of personal information

9.4.1 Privacy plan

TrustCor CA maintains and publishes a company privacy policy. All TrustCor CA personnel are required to be familiar with, and to abide by that policy document.

9.4.2 Information treated as private

Any information which is gathered by TrustCor CA and is tied to a particular person (natural or legal) is deemed to be private, unless it is specifically noted as public in Section 9.4.3.

9.4.3 Information not deemed private

Any PII published in an issued certificate is public. Note that this extends to details which formed a certificate which was subsequently rejected by the subscriber as being unacceptable. The contents of any CRL or OCSP response is similarly public.

9.4.4 Responsibility to protect private information

All TrustCor CA personnel are expected to handle PII in compliance with legal requirements and the company privacy policy. Failure to do so can result in disciplinary action up to and including termination of employment.

9.4.5 Notice and consent to use private information

Any subscriber agreement grants TrustCor CA the right to request, store and archive such information as is required for its business purposes, as described in this CPS.

By engaging in the registration and submission process, an applicant consents to such use.

9.4.6 Disclosure pursuant to judicial or administrative process

TrustCor CA will not release any PII unless specifically ordered by a competent legal authority, acting under a properly formed legal instrument.

TrustCor CA reserves the right to publish online a statement that no such disclosure demand has been received; and to withdraw that statement should such disclosure be legally compelled.

Rachel Miller
October 23, 2018

9.4.7 Other information disclosure circumstances

No stipulation.

9.5 Intellectual property rights

TrustCor CA will respect the IPR of any third party.

TrustCor CA asserts that any trade names and trademarks which it uses in the course of its business are its own.

9.6 Representations and warranties

9.6.1 CA representations and warranties

TrustCor CA will obey the requirements of this document and any other documents which form its governance specification, including the company security, privacy and certification policies.

TrustCor CA promises, in addition to any other representations and warranties expressed elsewhere to:

- Comply with all company policies and specifically its published CP and CPS documents.
- Issue certificates according to the terms of its CPS
- Revoke certificates according to the terms of its CPS
- Publish revocation data and make that data available to all RPs
- Promptly inform all concerned parties of any breach or compromise of its private key material
- Protect all information which it receives and is not expressly permitted to publish
- Document and publish all its business offerings, and the validation standards which exist for each one

9.6.2 RA representations and warranties

Any RA which acts on TrustCor CAs behalf is under the same obligations regarding information processing as TrustCor CA itself.

Enterprise Subordinate CA contracts require them to inform TrustCor CA of all incidents which violate the terms of this document and any others which bind them.

9.6.3 Subscriber representations and warranties

Subscribers are required to warrant to TrustCor CA that:

- they are legally entitled to assert any of the information submitted as part of a certificate application

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- they will protect private key information from compromise or disclosure to any unauthorized party
- that all of the information which is submitted to TrustCor CA is complete and accurate
- that the certificate shall not be used for any purpose other than that expressly permitted in the subscriber agreement
- that TrustCor CA will be informed promptly as and when private key compromise is noted or suspected by the subscriber

In the event that any of the above conditions are breached, TrustCor CA shall revoke the certificate(s) involved as per the above revocation procedures.

9.6.4 Relying party representations and warranties

Any RP must:

- not rely on any information in a certificate which has expired, been revoked or is being used for any purpose other than contained in the certificate itself
- verify that the chain of signing for any certificate purporting to come from a TrustCor CA is genuine, by chaining the signatures up to a trusted root certificate.
- rely on those certificates in operation of hazardous equipment

9.6.5 Representations and warranties of other participants

No stipulation.

9.7 Disclaimers of warranties

Other than as required by law and by the terms described in this document, TrustCor CA disclaims any warranty, express or implied.

9.8 Limitations of liability

While Enterprise Subordinate CAs may limit their liability according to their business purposes, such limitation cannot violate the terms of TrustCor CA's CP and CPS documents.

9.9 Indemnities

9.9.1 Indemnification by CAs

Any Application Software Subscribers are neither obliged nor held liable for any damages for which TrustCor CA has been found liable, insofar as they have distributed TrustCor CA certificate materials or communicated the validity of TrustCor CA issued CAs with the proviso that such communications are accurate.

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TrustCor CA will NOT defend, indemnify or hold harmless any Application Software Suppliers which communicates incorrectly any information regarding the revocation status of any TrustCor CA issued certificate, when that Supplier did, or reasonably could have, discovered the status of the certificate from any of the repositories described in this document.

Any Enterprise Subordinate CA indemnifies TrustCor CA for any behavior of the licensed enterprise which violates the terms of either TrustCor CA's CP or CPS documents.

9.9.2 Indemnification by Subscribers

Subscribers indemnifies TrustCor CA from liability from any events arising from:

- inaccurate or incomplete documentation supplied by the subscriber
- any failure of a subscriber to disclose any material fact which could mislead or deceive any RP
- failure to protect a private key from compromise
- failure to inform TrustCor CA of any compromise of which the subscriber is aware
- conduct of the subscriber which is unlawful (where such conduct involves use of the certificate as issued by TrustCor CA)

9.9.3 Indemnification by Relying Parties

No stipulation.

9.10 Term and termination

9.10.1 Term

The terms of this CPS begins from the publication in the online repository, and remains in effect until this document is replaced by a TCPA approved CPS.

9.10.2 Termination

The terms of this document may only be terminated by the issuance of a properly approved newer version.

9.10.3 Effect of termination and survival

Changes to the versions of this documents are also published on TrustCor CA's online repository. Regardless of such changes, the following rights and responsibilities survive:

- protection of confidential and/or private information in its custody
- any representations and warranties described in Section 9.4.4

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- All limitations of liabilities as described in Section 9.8
- All indemnities described in Section 9.9 of this document

9.11 Individual notices and communications with participants

Notices should be sent via digitally signed email or paper form to the TCPA. The address of the TCPA (electronic and physical is given in Section 1.5.1 of this document).

9.12 Amendments

Amendments to this document are classified by severity:

- minimal - no changes to conditions to any party is involved. Typically used when correcting grammar, clarifying meaning or reformatting the appearance of text.
- small - additional business offerings or minor changes to existing business offerings are made which have minimal impact on any party's obligations
- large - major changes to rights or responsibilities are entailed. Major new business offerings, withdrawal of existing lines of business (where premature revocation of certificates might be needed) would be classified as major.

9.12.1 Procedure for amendment

Any proposed change to this CPS is made in a source code controlled repository operated by TrustCor CA. When the proposal is submitted, the repository is tagged, and the TCPA will check out the documents from that tag.

If accepted for inclusion, the TCPA will issue the severity of the change. The version of the document will change as follows:

- minimal: the micro version of this document is incremented. No new OID is generated. (e.g. 1.0.1 -> 1.0.2)
- small: the minor version of this document is incremented, and a new OID is generated for this document, and included in all future certificates issued pursuant to the new CPS. (e.g. 1.2.4 -> 1.3.0)
- large: the major version of this document is incremented, and a new OID is generated (e.g. 1.3.5 -> 2.0.0)

The approved document is produced in PDF form, and that logged on the website, along with previous versions for comparison.

9.12.2 Notification mechanism and period

Notice is given by publication of the CPS to the online repository.

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9.12.3 Circumstances under which OID must be changed

See Section 9.12.1 for new OID circumstances.

9.13 Dispute resolution provisions

Any dispute regarding the contents of this CPS should be made to TrustCor CA prior to seeking third party involvement.

9.14 Governing law

TrustCor Systems S. de R.L. is incorporated in Panama, so the law of the Republic of Panama shall govern the interpretation of this document.

9.15 Compliance with applicable law

With regard to the PII provisions of Section 9.4.5, the requirements of the data protection regulations of the European Union regarding access, disclosure and destruction shall hold.

9.16 Miscellaneous provisions

9.16.1 Entire agreement

Any of TrustCor CA's enterprise subordinate CAs are bound to adhere to all of the terms of this CPS.

9.16.2 Assignment

No entity may assign its rights or responsibilities under this document to any other party without the written consent of TrustCor Systems S. de R.L.

9.16.3 Severability

In the event that a clause of this document is held invalid by a judicial authority which TrustCor CA recognizes as competent over its affairs, the remainder of the document is still held to be valid and enforceable.

If the same authority requires changes to this document in order to remain legally sound, then the changes shall be made and published in the normal fashion described above, with an additional condition:

- a report of why the changes have been made, citing the authority and law or, regulation shall be published to the email address questions@cabforum.org

If the relevant law or regulation is no longer operative, such changes as were required shall be reversed, and a similar notification to the CA/B Forum mailing list be made.

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9.16.4 Enforcement (attorneys' fees and waiver of rights)

TrustCor CA shall enforce its rights and seek damages (including attorneys' fees and losses) from any party which violates the terms of any agreement with TrustCor CA. The terms of this CPS are not waived by a failure to enforce all or part of them with regard to any party bound by this document (except where a waiver is granted by explicit written permission by TrustCor CA).

9.16.5 Force Majeure

TrustCor CA accepts no liability for failure to perform any obligation under the terms of this document, where such failure results from events outside TrustCor CA's reasonable control.

9.17 Other provisions

No stipulation.