

LuxTrust Global Qualified Certification Practice Statement

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1.02	YNU CSP Board	17/09/2012 18/09/2012	Minor update for clarification Validation
1.03	CSP Board	20/09/2012	Add reference to GTC for financial liability
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1.05	CSP Board	23/04/2013	Update Certificate Rekey : customer notification Insertion of ILNAS logo including accreditation reference and technical standards reference
1.06	YNU	18/01/2014	Clarification on Mozilla request

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1.09	DEL	12/06/2017	Add: <ul style="list-style-type: none"> • LuxTrust Qualified Timestamping Certificate profile with QC statements • SPARE LuxTrust Signing Server LCP Certificate Profile • and Qualified/Advanced eSeal certificate profiles • eIDAS qualified certificate profiles
1.10	DEL	01/02/2018	Add activation data for the automated eSeal product
1.11	DEL	15/05/2018	Clarify initial suspension for the signing server products
1.12	DEL	30/08/2019	Add repository link Update key escrow section, Key changeover section, CA Termination section
1.13	YNU VMI	24/07/2020	Revocation status of an expired certificate
1.14	YNU	07/06/2021	Adding the certificate profile : 1.3.171.1.1.10.3.37 with the client-generated key pair Updated links to our new top domain Updated with the correct GDPR reference Updated with the reference of the new Luxembourg law Update due to some typo errors
1.15	YNU/VMI	18/06/2021	Adding: maximum period of 24 hours between the receipt of a certificate revocation request and the publication of the revoked status of the corresponding certificate Update: References and URLs to .com instead of .lu Adding: maximum interval between two audits or security checks of the TSP's practices Update of CPS in conformity with Law 17/07/2020 on electronic commerce Clarify Certificate re-key Update CPS with TSP
1.16	YNU	18/03/2022	Update Remote identification
1.17	YNU	06/02/2023	Update to reflect the automatic revocation of delegated sign certificates.
1.18	YNU/VMI	14/08/2023	Update of URL: https://revoke.luxtrust.com OCSP/CRL Revocation Status Information

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1 Introduction

1.1 Overview

1.1.1 *The LuxTrust project*

The LuxTrust project was created in the form of a Trusted Service Provider (hereafter also “TSP”), with an international reach, aiming to establish a national expertise centre for Luxembourg. LuxTrust as TSP especially focuses on providing support for any existing business needs in terms of security and also promotes new “e-business” and “e-government” opportunities, making the best possible use of existing legal and commercial assets which are unique to Luxembourg.

Established in November 2005 through a partnership between the Luxembourg government and the major private financial actors in Luxembourg, LUXTRUST S.A. was created to become a Trust Service Provider (“TSP”) as defined in the Luxembourg Law of 17/07/2020 on electronic commerce as amended [8] itself derived from the European Regulation N°910/2014. Before mentioned law and regulation set out the legal framework for electronic signatures in the Grand Duchy of Luxembourg as well as for LuxTrust activities as TSP.

LuxTrust S.A. acts as Professional of the Finance Sector (“PFS”) providing Public Key Infrastructure (PKI) services for the whole economic marketplace in Luxembourg, for both private and public organisations.

LuxTrust services are in line with the regulation 2014/910/EU on electronic identification (eID) and trusted services for electronic transactions in the internal market (eIDAS) [20].

1.1.2 *Purpose of the LuxTrust PKI*

The purpose of LuxTrust PKI is to provide to each end-user, in Luxembourg but also outside its national borders, with one single shared platform to secure both Government and private e-applications. Security services supported and provided by the LuxTrust PKI mainly cover the following services for all applications:

- Strong Authentication;
- Electronic Signatures;
- Electronic seals;
- Encryption facilities;
- Trusted Time Stamping.

LuxTrust will also promote these services towards application service providers in order to facilitate the emergence of e-applications.

1.1.3 *LuxTrust PKI Hierarchy*

LuxTrust S.A., acting as a “TSP” as described in the Luxembourg Law of 17/07/2020 on electronic commerce as amended [8], is using several Certification Authorities (CAs), as shown in the certificates hierarchy, to issue LuxTrust end-user certificates. These top level CAs are displayed on Figure 3 (see below).

In all (CA-) certificates issued to these CAs, LuxTrust S.A. is referred to as the legal entity being the certificate issuing authority, assuming final responsibility and liability for all LuxTrust CAs and services used by LuxTrust S.A. for provision of LuxTrust certification services through anyone of its CAs, as described in section 1.3.

This responsibility and liability are still valid when LuxTrust S.A., acting as a TSP through any of its CAs, is sub-contracting services or part of services process to third parties. Sub-contracting agreements shall include back-to-back provisions to ensure that sub-contractors shall support the liability and responsibility for the sub-contracted provisioned services.

1.1.4 **The present document**

The present document is the LuxTrust S.A. public statement of the practices followed by the LuxTrust Global Qualified CA when issuing certificates, and is therefore named the "LuxTrust Global Qualified CA Certification Practice Statement" or "LuxTrust Global Qualified CPS". Throughout this document, the use of the term "CPS" refers to the present document, unless otherwise specified.

The purpose of the CPS is to describe:

- Practices that are common to all certificate types (or policies) and that are related to all certificate life cycle services (e.g., issuance, management, revocation, renewal or re-keying, etc.),
- Some details of the LuxTrust trustworthy systems and operations, as well as
- Some details concerning other business, legal and technical matters, common to all certificate types (or policies).

The CPS refers and encompasses several so-called Certificate Policies (CPs) that are "named sets of rules that indicate the applicability of a certificate to a particular community and/or class of applications with common security requirements". The purpose of each CP is to establish what Participants (CAs, and/or component services providers) within the LuxTrust PKI must do in the context of requesting, issuing, managing and using the specific type of certificates described in the related CP. The set of rules, requirements and definitions stated within a CP determines the level of security and assurance provided by this certificate type.

Depicts the CA hierarchy as well as the relations between certificate policy documents. These CPs shall include by reference and be compliant to the applicable ETSI certificate policies as defined in the technical ETSI standards. Issued LuxTrust certificates shall include the OIDs of the CPs or CPS to which they comply. The referred to applicable CP shall always refer and include by reference the CPS.

1.2 Document name and identification

The CPS can be identified by any party through the following OID:

1.3.171.1.1.1.10.3.x(version).y(sub-version)

The CPS (OID) shall be inserted by reference within each and every Certificate Policy ruled by the LuxTrust CPS.

1.3 PKI Participants

The LuxTrust PKI Participants are the legal entities or set of legal entities filling the role of participants within the LuxTrust PKI, that is either making use of or providing LuxTrust PKI (component) services that are used by LuxTrust S.A. acting as TSP to provide its LuxTrust certification services.

These PKI Participants within the LuxTrust PKI are identified as follows:

- Certification Authorities
- Central & Local Registration Authorities
- Subscribers
- Relying Parties
- And other Participants as:
- CA Factory Services Provider
 - (Secure) Signature Creation Device (SSCD) Providers
 - Certificate Revocation Status Services Provider
 - Suspension Revocation Authority
 - Dissemination (Publication) and Repository Services

- Time Stamping Services

The aforementioned parties are collectively called the PKI Participants. All PKI Participants implement practices, procedures and controls conforming to the requirements expressed within the LuxTrust CPS and the applicable CP. For clarification purposes, the following diagram illustrates the high level interrelationship between the LuxTrust PKI component services.

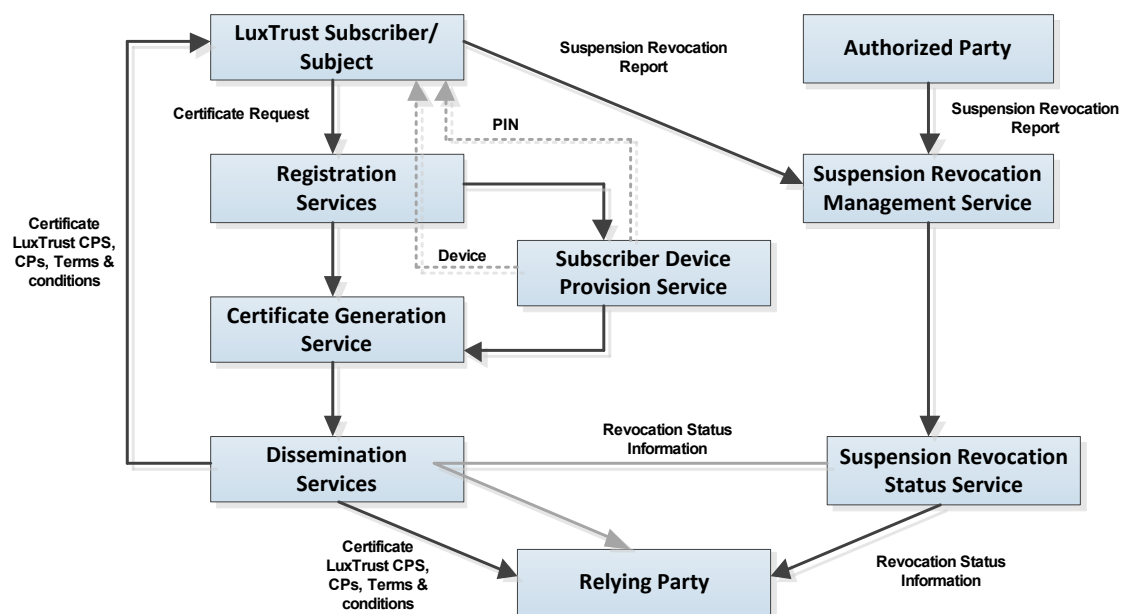


Figure 1 - Illustration of LuxTrust certification services

The next schema provides a high level view on the identified LuxTrust PKI Participants:

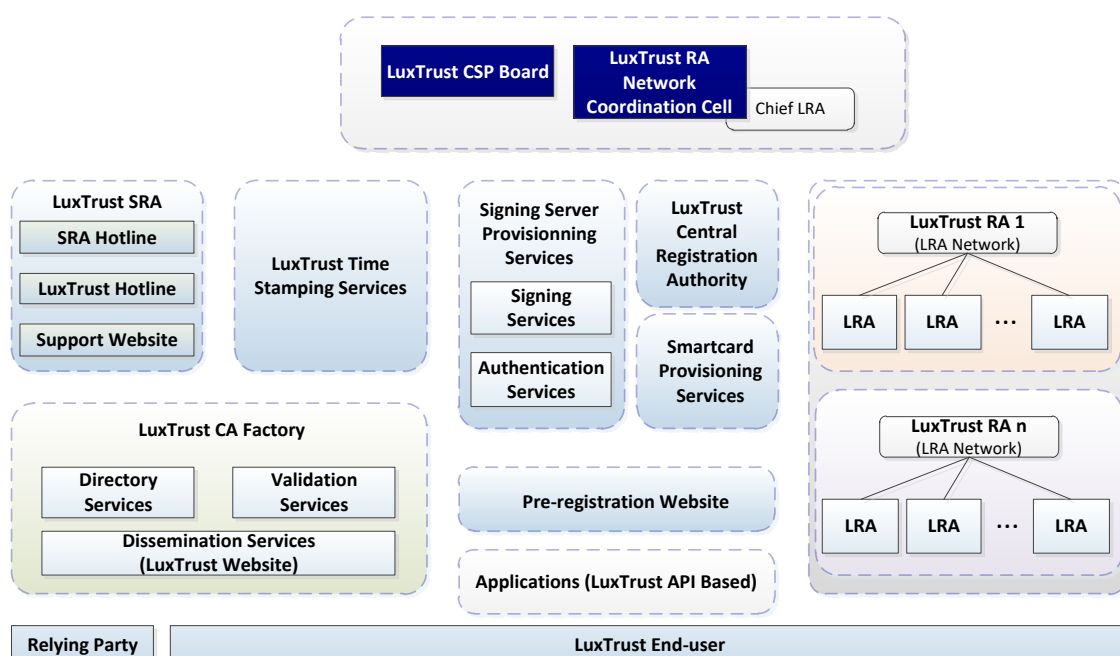


Figure 2 - LuxTrust PKI Components, PKI participants and relying parties

The complete (technical, logical, physical) description of the entire LuxTrust PKI, including the provision of Time Stamping Services is fully detailed in LuxTrust S.A. internal and sensitive documents.

1.3.1 **Certification Authorities**

As described in section 1.1.3, LuxTrust S.A. acting as a TSP is using several Certification Authorities (CAs) to issue LuxTrust Certificates.

1.3.1.1 **Two-level CA hierarchy**

The top level is the LuxTrust Global ROOT CA, the highest level of authority managed by LuxTrust. The LuxTrust PKI is formed using additional subordinates: The legal person (organisation) responsible for these CAs is LuxTrust S.A. acting as TSP.

The LuxTrust PKI consists in a two-level CA hierarchy:

- One "LuxTrust Global Root CA" root-signing all subordinates LuxTrust CAs
- LuxTrust subordinate CAs. Each of these CAs is root-signed by the LuxTrust Root CA.

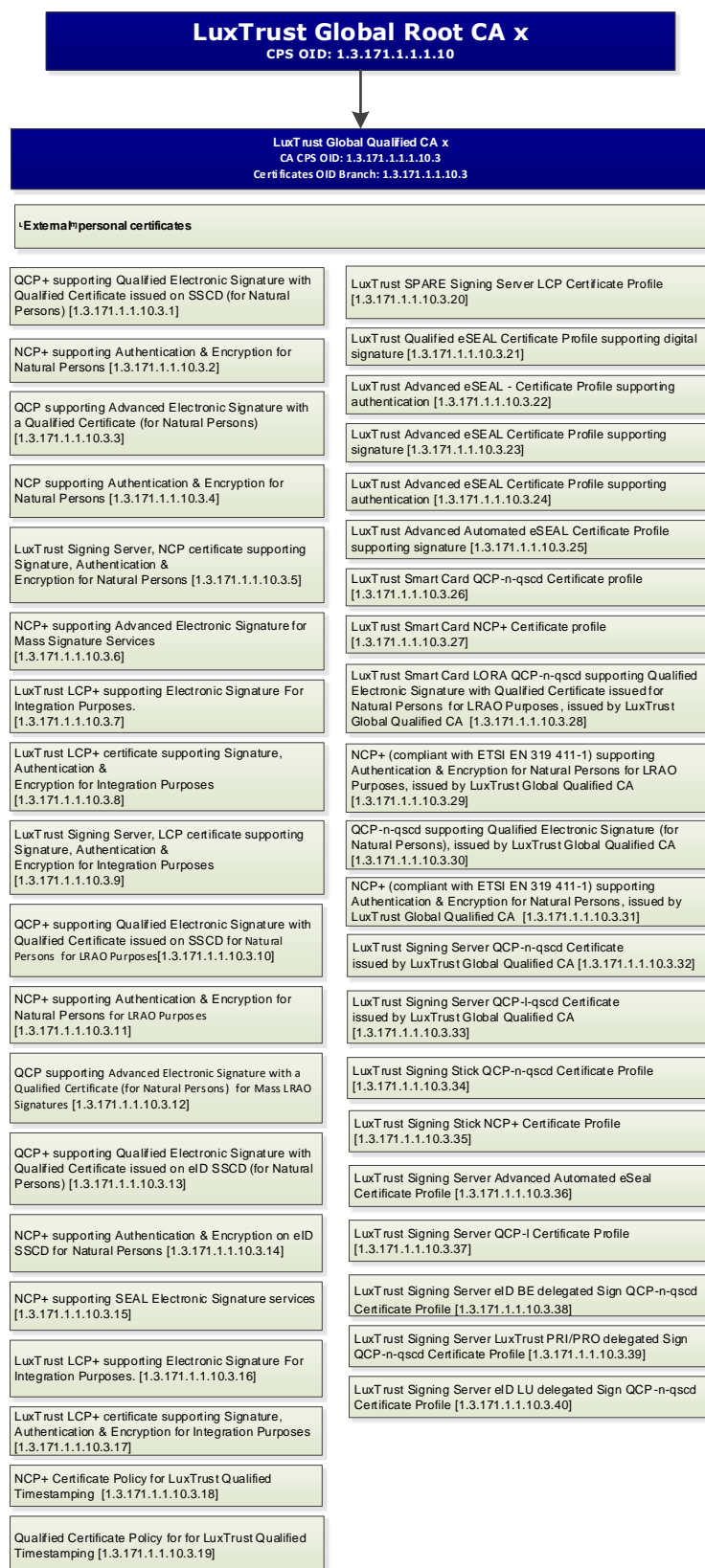
The LuxTrust Global Qualified CA – LTGQCA is one of sub CAs.

Note 1: Unless explicitly otherwise indicated, "the CA", refers to the LuxTrust Global Qualified CA granted to issue CA Certificates under responsibility of LuxTrust S.A. acting as TSP. "The CA" is thus legally designating LuxTrust S.A. acting as TSP.

LuxTrust S.A. acting as TSP ensures the availability of all services pertaining to the Certificates, including the issuance, suspension / un-suspension / revocation and renewal services as they may become available or required in specific applications.

As "top root self-signed CA", LuxTrust manages this hierarchy of CAs according to published practices that can be found under <https://repository.luxtrust.com>.

Figure 3 - LuxTrust Global Qualified CA Hierarchy



The LTGQCA and the supporting component services are “granted” by ILNAS, the national supervisory body, which is responsible for undertaking supervision of LuxTrust under the regulation N°910/2014 of the European parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market ([supervision procedure](#)).

They are also certified by LSTI against ETSI EN 319 411 1&2 and EN 319 421 in application of the Luxembourg Law of 17/07/2020 on electronic commerce as amended [8]. For further details please refer to section 8 of the CPS.

Technical management and operations of the LuxTrust LTGQCA, are compliant with the CPS and provided through a CA Factory Services provider (see section 1.3.5.1), within secure facilities with disaster recovery in the Grand Duchy of Luxembourg.

The LuxTrust PKI component services supporting the LuxTrust certification services are common to the LuxTrust CAs for their respective CA domains within the LuxTrust PKI.

1.3.2 **Registration Authorities**

In order to ensure a quality of service, LuxTrust CAs relies on a dedicated network of registration authorities. This LuxTrust Registration Authority Network is made of a Central Registration Authority (CRA) and a set of Registration Authorities (RAs), each of them composed of one or several Local Registration Authorities.

- The **Central Registration Authority** (CRA).
- The **Registration Authority** (RA).
- The **Local Registration Authority** (LRA): Its mission is to proceed to face-to-face registration of LuxTrust applicants, and to validate certificate suspension, un-suspension and revocation requests from certified users when physical presence of the user is requested.

All communications between LRAs, CRA, SRA, CAs, and other (e.g. SSCD) Service Providers regarding any phase of the life cycle of the Certificates are secured with PKI based encryption and signing techniques to ensure confidentiality, mutual authentication and secure logging/auditing.

1.3.2.1 **Central Registration Authority - CRA**

The CRA aims to share RA facilities for several LRAs and provide a central operational communication interface between the RAs and the rest of the LuxTrust PKI Participants (e.g., Certificate factory, LuxTrust token providers, Suspension and Revocation Authority - SRA), as well as performing re-key from subscribers. **In particular, the task of certificate suspension, notification of changes in the information supporting the certification process of an end-user, password reset requests will be centralised in CRA activities.** The CRA is the entity that has final authority and decision upon the issuance, the suspension and revocation of a Certificate under all CPs covered by the CPS.

The CRA interacts indirectly and/or directly with the Subscribers and directly with the CA to deliver public certification services to the Subscribers:

- By setting up a Suspension Revocation Hotline Service for immediate suspension of certificate (suspended status of the certificate will immediately be updated in the entries of the Certificate Suspension/Revocation Status Services) through a 24/7 hot line. Contact details of this SRA Hotline are available at <https://sra.luxtrust.com>.
- By setting-up a LuxTrust Hotline and support website for help desk services, those are available at <https://helpdesk.luxtrust.com>.
- By registering Subscribers for certification services
- By setting up facilities
 - For notification of changes in certified information or in information supporting certification. Note that any change to certified information shall lead to the suspension (minimum) or the revocation of the related certificate).
 - For processing requests and management of devices for handling certificates.

Those facilities are available online at <https://revoke.luxtrust.com> and <https://www.luxtrust.com>.

All LRAs and RAs are connected to the LuxTrust CA Factory via the Central Registration Authority (CRA), for electronic processing of certificate requests. The CRA is the central instance that performs much of the interfacing from Local Registration Authorities and Registration Authorities towards the CA, the Smart Card Issuing Authority, or the Server Signing service provisioning entities.

The purpose of the CRA is to perform routing operations for information flows within the infrastructure and includes strong tracing and audit capabilities. This provides Registration Authorities with the ability to trace back data changes and manipulations, as well as to enforce accountability for registration authority operations.

The LuxTrust CSP Board directly controls the “LuxTrust RA Network Coordination Cell” in charge of the global coordination of the LuxTrust Registration Authority (RA) Network including the Central Registration Authority (CRA) and the Local Registration Authorities organised in several groups known as LRA Networks.

The LuxTrust RA Network Coordination Cell is in charge of the initialisation and registration of LuxTrust PKI specific end-entities, such as CRA Officers, LRA Officers, PKI Participants other than Subscribers and Relying Parties (e.g., Time Stamping Authority, (S)SCD services providers). Punctually and exceptionally, the cell may also perform LuxTrust end-users registration.

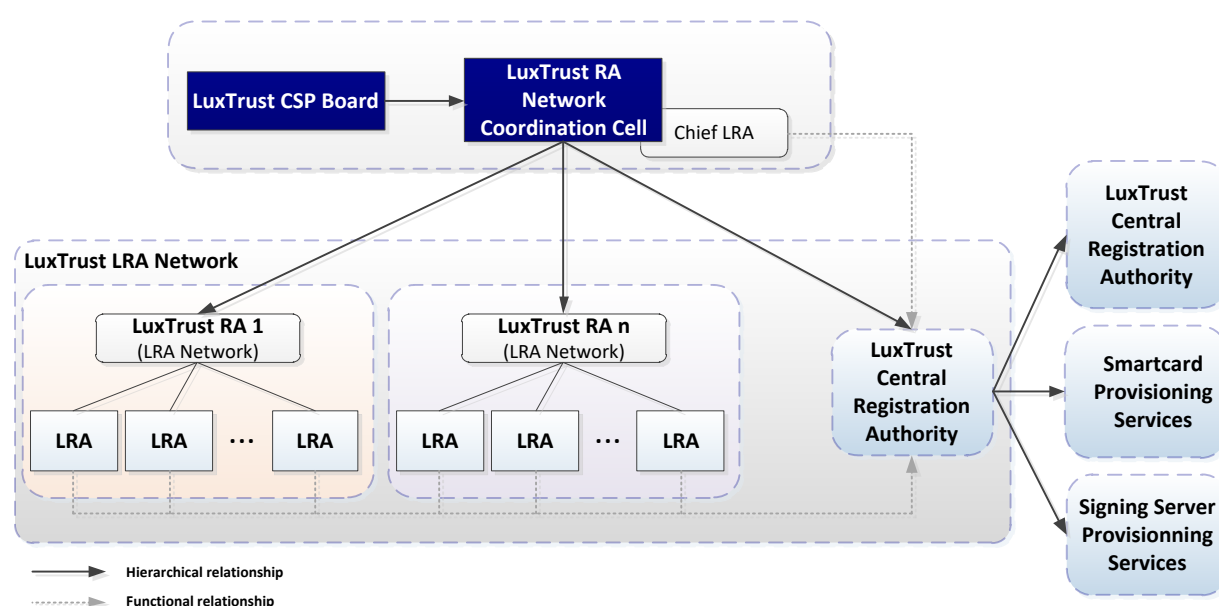


Figure 4 - LuxTrust Registration Authorities

The LuxTrust CSP Board will translate the general registration services dispositions from the LuxTrust CPS and Certificate Policy(ies) into specific procedural instructions for the different RAs. These procedures will be communicated and enforced through the LuxTrust RA Network Coordination Cell.

1.3.2.2 Registration Authority - RA

The **Registration Authorities (RA)** aim to operate one or several LRAs and may proceed, under strictly determined and controlled conditions, to the validation of LuxTrust specific face-to-face or remote registration.

1.3.2.3 Local Registration Authorities

The mission of the Local Registration Authorities (LRA) is to proceed to the registration of the LuxTrust new end-entity users (Subscribers) and to validate the certificate suspension, un-suspension and revocation requests from the certified Subscribers when their physical presence is requested. With regards to registration, LRAs may have direct contact with the Subscribers and must have direct contact with their RA, but have no direct contacts with the CA.

Within the CA domain, a Local Registration Authority registers and verifies Subscriber's application data on behalf of the CRA. With regards to registration, LRAs may have direct contact with the Subscribers and must have direct contact with the CRA, but have no direct contacts with the CA.

Following tasks are performed by Local Registration Authorities:

- Registration of end-users subscription to LuxTrust certification services
- Suspension, un-suspension or revocation of Subscribers' certificates
- Specific customer oriented tasks (while these will be centralised to a maximum, e.g. notification of changes in certified information or in information supporting certification, request for information, etc.)

The provision of Local Registration Services under the CPS, in compliance with the related LuxTrust CP is enforced through signed contractual agreement with LuxTrust S.A. acting as TSP. An official list of legal entities authorized to act as public LRAs is available on the LuxTrust website under the following URL: <https://ra.luxtrust.com>. This list describes the devices supported by RA. On the other side, private RA are available only to LuxTrust dedicated end-user groups. This list of private RA is internally documented.

See the related CP for further details.

1.3.3 **Subscribers**

The Subscribers of the CA services in the LTGQCA domain are either:

- physical persons identified as private persons, or
- physical persons identified as private persons entitled to represent a legal person or qualified by professional attributes (e.g., self-employed, employee), or
- legal persons in the specific case of eSeal service

In this case, the Subscriber is the Subject of the issued LuxTrust Certificate.

In order to be eligible for receiving CA services, the Subscriber shall comply with the requirements related to the Certificate application procedures and to the Subscriber's obligations and liabilities as stated in the CPS and in the relevant sections of the applicable CP. See the applicable CP for further details and/or restrictions on Subscriber's eligibility to receive CA services.

1.3.4 **Relying Parties**

Relying Parties are entities including physical or legal persons who rely on a Certificate and/or a security operation verifiable with reference to a public key listed in a Certificate. Prior to relying on digital certificates for security operations, Relying Parties must always ensure:

- The validity of the certificate with regards to algorithms and procedures defined in RFC 5280;
- The validity of the certificate through CA Certificate Revocation Status Services (e.g., OCSP, CRL; see Chapter 7 for detailed information).
- The context in which the certificate is used against the OIDs of the certificates (See applicable Certificate Policy).

Relying Parties shall also comply with the Relying Parties obligations and liabilities as stated in the CPS and in the relevant sections of the applicable CP.

Note: Relying Parties are entities that are not necessarily Subscribers.

1.3.5 **Other Participants**

1.3.5.1 **CA Factory Services Provider**

The provision of CA Factory Services under the CPS, in compliance with the relevant LuxTrust CPs is ensured by the external providers supporting LuxTrust activities under a signed contractual agreement with LuxTrust S.A. acting as TSP.

1.3.5.2 (Secure) Signature/Seal Creation Device Provider

The provision of physical end-user (Secure) Signature/Seal Creation Device QSCD Services is ensured by LuxTrust S.A.

And the external providers supporting LuxTrust activities under a signed contractual agreement with LuxTrust S.A. acting as TSP.

The provision of LuxTrust Signing Server facilities, under the CPS, and in compliance with the relevant LuxTrust CPs is ensured by the external providers supporting LuxTrust activities under a signed contractual agreement with LuxTrust S.A. acting as TSP.

1.3.5.3 Certificate revocation status Services Provider

The provision of Certificate Revocation Status Services under the CPS, in compliance with the relevant LuxTrust CPs is ensured by the external providers supporting LuxTrust activities under a signed contractual agreement with LuxTrust S.A. acting as TSP.

1.3.5.4 Suspension Revocation Authority

The provision of Suspension Revocation Authority Services under the CPS, in compliance with the relevant LuxTrust CPs is ensured by the external providers supporting LuxTrust activities under a signed contractual agreement with LuxTrust S.A. acting as TSP.

1.3.5.5 Dissemination (Publication) and Repository Services

The Dissemination Services (publication of CPS, CP's, General Terms and Conditions, and other public LuxTrust TSP related documents if any) are available from the official LuxTrust TSP Web Site available in <https://repository.luxtrust.com>. This interface also allow access to former versions of official documents (CPS, CP's, GTC, PO's), CRLs, CA certificates, certificates download, certificates status. Dissemination and Repository Services are provided as described in section 2 of the CPS.

1.4 Certificate usage

1.4.1 Appropriate certificate uses

Appropriate certificate uses of Certificates issued under a specific CP covered by the CPS are described in this applicable specific CP.

The applications for which the Certificate is deemed to be trustworthy must be decided by the Relying Parties themselves on the basis of the nature and purpose (incl. key usage) of the Certificate, including any applicable limitation as written in the Certificate. Complementarily, the relying party must also consider the level of security of the procedures followed for issuance of the Certificate as described in the applicable CP and in the present LuxTrust CPS.

Key usage and the applicability of the Certificates are certified (see the description of the Certificate content in Section 7).

1.4.2 Prohibited certificate uses

Usage of Certificates that are issued in the LuxTrust Project, other than to support applications identified in Section 1.4.1 and chapter 7 of the CPS or in the applicable CP is prohibited.

Relying Parties shall use the LuxTrust Certificate Policy Notice and OID as identified in the Certificate to appropriately accept or reject a Certificate usage.

1.5 Policy administration

1.5.1 *Organisation administering the CPS*

The Organisation administering the CPS is LuxTrust S.A. acting as Trusted Service Provider (TSP) via its LuxTrust CSP Board, acting as Policy Approval Authority.

The CSP Board, acting as Policy Approval Authority, is composed of the senior management of LuxTrust S.A.. The procedure used to add or remove members of the CSP Board is determined and ruled by internal documents.

The Policy Approval Authority within LuxTrust S.A. is called the LuxTrust CSP Board. It is the high level management body with final authority and responsibility for:

- Specifying and approving the LuxTrust infrastructure and practices.
- Approving the LuxTrust Certification Practice Statement(s), LuxTrust Certificate Policies and LuxTrust Time Stamping Policies.
- Defining the review process for practices and policies including responsibilities for maintaining the Certification Practice Statements and Certificate.
- Defining the review process that ensures that the LuxTrust CAs properly implements the above practices.
- Defining the review process that ensures that the Certificate Policies are supported by the LuxTrust Practice Statement(s).
- Publication to the Subscribers and Relying Parties of the Certificates Policies and Certification Practice Statements and their revisions.
- Specifying cross-certification procedures and handling cross-certification requests.

Prior to becoming applicable, modifications to the CPS are announced in the repository as available on <https://repository.luxtrust.com>.

The CSP board can be contacted using the following coordinates:

LuxTrust contact information	
Contact Person:	CSP Board Contact
Postal Address:	LuxTrust CSP Board LuxTrust S.A. IVY Building 13-15, Parc d'Activités L-8308 Capellen
Telephone number:	+352 26 68 15 - 1
Fax number:	+352 26 68 15 - 789
E-mail address:	cspboard@luxtrust.lu
Website:	www.luxtrust.com

1.5.2 **Contact person**

The contact person, designated by LuxTrust S.A., via its LuxTrust CSP Board acting as Policy Approval Authority, is a LuxTrust CSP Board member. See section 1.5.1 for contact details.

1.5.3 **Entity determining suitability between CPS and covered CPs**

The Entity determining suitability between CPS and CPs is LuxTrust S.A. acting as TSP, via its LuxTrust CSP Board acting as Policy Approval Authority. See section 1.5.1 for contact details.

1.5.4 **CPS and covered CPs Approval Procedure**

The Entity approving the CPS and the covered CPs is LuxTrust S.A. acting as TSP, via its LuxTrust CSP Board acting as Policy Approval Authority. See section 1.5.1 for contact details. The procedure used to approve documents is determined and ruled by internal documents.

1.6 Definitions and acronyms

1.6.1 Definition

Name	Definition
Advanced Electronic Signature	Refers to Electronic Signature meeting the following requirements: <ul style="list-style-type: none"> – It is uniquely linked to the signatory; – It is capable of identifying the signatory; – It is created using means that the signatory can maintain under his sole control; and – It is linked to the data to which it relates in such a manner that any subsequent change of the data is detectable.
Centre	Information Technology Centre of the State
Certification Authority (CA)	Authority trusted by one or more users to create and assign certificates. A certification authority may optionally create the users' keys.
Certificate	Public key of a user, together with some other information, rendered un-forgable by encipherment with the private key of the certification authority which issued it.
Certificate Identifier	A unique identifier of a Certificate consisting of the name of the CA and of the certificate serial number assigned by the CA.
Certificate Policy (CP)	Named set of rules that indicates the applicability of a certificate to a particular community and/or class of application with common security requirements. (cf. Ch. 7)
Certification Practice Statement	Statement of the practices which a certification authority employs in issuing, managing, revoking, and renewing or re-keying certificates.
Certificate Validity Period	The time interval during which the CA warrants that it will maintain information about the status of the certificate. (Time interval between start validity date and time and final validity date and time).
Certificate Revocation List (CRL)	Signed list indicating a set of certificates that are no longer considered valid by the certificate issuer.
Certification Path	An ordered sequence of certificates that, together with the public key of the initial object in the path, can be processed to obtain that of the final object in the path.
Certification Service Provider	An entity or a legal or natural person who issues certificates or provides other services related to electronic signatures.
Commitment Type	A signer-selected indication of the exact intent of an electronic signature.
CRL Distribution Point	A directory entry or other distribution source for CRLs; a CRL distributed through a CRL distribution point may contain revocation entries for only a subset of the full set of certificates issued by one CA or may contain revocation entries for multiple CAs.
Data To Be Signed (DTBS)	The complete electronic data to be signed (including both Signer's Document and Signature Attributes).
Device	Combination of the key pair, the corresponding certificate and secured user device

Digital Signature	Data appended to, or a cryptographic transformation of, a data unit that allows a recipient of the data unit to prove the source and integrity of the data unit and protect against forgery, e.g. by the recipient
End Entity	A certificate subject that uses its public key for purposes other than signing certificates
Electronic Signature	<ul style="list-style-type: none"> – European Regulation [1]: means data in electronic form that are attached to or logically associated with other electronic data. – 17/07/2020 Luxembourg Law [8]: Art. 6. « Signature » - Après l'article 1322 du Code civil, il est ajouté un article 1322-1 ainsi rédigé : "La signature nécessaire à la perfection d'un acte sous seing privé identifie celui qui l'appose et manifeste son adhésion au contenu de l'acte. Elle peut être manuscrite ou électronique. La signature électronique consiste en un ensemble de données, liées de façon indissociable à l'acte, qui en garantit l'intégrité et satisfait aux conditions posées à l'alinéa premier du présent article."
Hash Function	<p>Cryptographic function that maps a variable length string of bits to fixed-length strings of bits, satisfying the following two properties:</p> <ul style="list-style-type: none"> – It is computationally unfeasible to find for a given output an input which maps to this output; – It is computationally unfeasible to find for a given input a second input which maps to the same output.
Key Pair	Public Key and the corresponding Private Key.
Mass Signature Services (MSS)	LuxTrust service providing advanced signature based on Qualified Certificates following QCP Public, whose certificates are covered by this CP. Signature Creation Devices remains within LuxTrust premises and Subjects are provided with secure access through the public internet.
De-centralized Mass Signature Service (D-MSS)	LuxTrust service providing advanced signature based on Qualified Certificates following QCP Public, whose certificates are covered by this CP. Signature Creation Devices are located within the Subjects' premises and Subjects are provided with secure access to the devices through their networks.
Object Identifier (OID)	Sequence of numbers that uniquely and permanently references an object.
Online Certificate Status Protocol (OCSP) Provider	Online trusted source of certificate status information. The OCSP protocol specifies the syntax for communication between the OSCP server (which contains the certificate status) and the client application (which is informed of that status).
Public Key	Key of an entity's asymmetric key pair that can be made public.
Private Key	Key of an entity's asymmetric key pair that should only be used by that entity.
Qualified Certificate	Certificate which meets the requirements laid down in Annex I of eIDAS regulation
Public RA	Publicly accessible RA to all potential LuxTrust client
Private RA	RA dedicated to a closed user group
Secure User Device	Device which holds the user's private key and protects this key against compromise and performs signing or decryption functions on behalf of the user.

Signature Attributes	Additional information that is signed together with the Signer's Document.
Signature Creation Data	Refers to unique data, such as codes or private cryptographic keys used by the signatory to create an electronic signature.
Signature Creation Device	Refers to configured software or hardware used to implement the signature creation data.
Signature Policy	Set of technical and procedural requirements for the creation and verification of an electronic signature, under which the signature can be determined to be valid.
Signature Policy Identifier	Object Identifier that unambiguously identifies a Signature Policy.
Signature Policy Issuer	Organization creating, maintaining and publishing a signature policy.
Signature Policy Issuer Name	Name of a Signature Policy Issuer.
Signature Verification	Process performed by a verifier either soon after the creation of an electronic signature or later to determine if an electronic signature is valid against a signature policy implicitly or explicitly referenced.
Signature-Verification-Data	Data, such as codes or public cryptographic keys used for the purpose of verifying an electronic signature.
Signature-Verification Device	Configured software or hardware used to implement the signature verification-data.
Signatory	A person who holds a signature creation device and acts either on his own behalf or on behalf of the natural legal person or entity he represents.
Signer	Entity that creates an (electronic) signature.
Signer's Identity	Registered name of the signer (i.e. as registered by the TSP supplying the signer's certificate).
Signer's Document	Electronic data to which the electronic signature is attached to or logically associated with.
Subject	Entity to which a Certificate is issued.
Subscriber	Entity that requests and subscribes to a Certificate and for which it is either the Subject or not.
Trust Service Provider (TSP)	A natural or a legal person who provides one or more trust services either as a qualified or as a non-qualified trust service provider.
Time Stamp	Proof-of-existence for a datum at a particular point in time, in the form of a data structure signed by a Time Stamping Authority, which includes at least a trustworthy time value, a unique integer for each newly generated time stamp, an identifier to uniquely indicate the security policy under which the time stamp was created, a hash representation of the datum, i.e. a data imprint associated with a one-way collision resistant uniquely identified hash-function.
Time Stamping Authority (TSA)	Authority trusted by one or more users to provide a Time Stamping Service.
Time Stamping Service	Service that provides a trusted association between a datum and a particular point in time, in order to establish reliable evidence indicating the time at which the datum existed.
Validation Data	Additional data, collected by the signer and/or a verifier, needed to verify the electronic signature in order to meet the requirements of the signature policy. It may include: certificates, revocation status information, time-stamps or Time-Marks.

Verifier	Entity that validates or verifies an electronic signature. This may be either a relying party or a third party interested in the validity of an electronic signature.
What Is Presented is What Is Signed (WIPIWIS)	Description of the required qualities of the interface able to unambiguously present the signer's document to the verifier according to the content format of the signer's document.
What You See Is What You Sign (WYSIWYS)	Description of the required qualities of the interface able to unambiguously present to the signer the document to be signed according to the content and format.

1.6.2 **Acronyms:**

Acronym	Definition	Acronym	Definition
AES	Advanced Electronic Signature	PIN	Personal Identification Number
ARL	Authority Revocation List	PKI	Public Key Infrastructure
B2B	Business to Business	PKIX	Public Key Infrastructure (X.509) (IETF Working Group)
CA	Certification Authority	PKCS	Public Key Certificates Standard
CME	Cryptographic Module Engineering	PSF	Professionnel du Secteur Financier (PSF – Professional of the Financial Sector)
CP	Certificate Policy	QES	Qualified Electronic Signature
CPS	Certification Practice Statement	QCP	Qualified Certificate Policy
CRL	Certificate Revocation List	RA	Registration Authority
CSP	Certification Service Provider	RAO	Registration Authority Officer
DSA	Digital Signature Algorithm	RFC	Request for Comments
eID	Electronic Identity Card	RSA	A specific Public Key algorithm invented by Rivest, Shamir, and Adleman
HSM	Hardware Security Module	SCD	Signature Creation Device
IETF	Internet Engineering Task Force	SRA	Suspension and Revocation Authority
ISO	International Organisation for Standardisation	SRAO	Suspension and Revocation Authority Officer
ITU	International Telecommunications Union	SSCD	Secure Signature Creation Device
KYC	Know Your Customer	TSA	Time Stamping Authority
LCP	Lightweight Certificate Policy	TSP	Trusted Service Provider
LDAP	Lightweight Directory Access Protocol	TSSP	Time Stamping Service Provider
NCP	Normalised Certificate Policy	TSU	Time Stamping Unit
NCP+	Normalised Certificate Policy +	URL	Uniform Resource Locator
OID	Object Identifier	UTC	Coordinated Universal Time
OCSP	Online Certificate Status Protocol		

1.7 Relationship with the European Directive on Electronic Signatures

The LuxTrust PKI Global Qualified CA is certified by LSTI respectively against EN 319 4111&2 and EN 319 421 in application of the Luxembourg Law of 17/07/2020 on electronic commerce as amended [8]. This law is based on European Regulation 910/2014 (eIDAS) [20] and lays out the legal framework of electronic signatures in the Grand Duchy of Luxembourg. The LuxTrust Global Qualified CA is listed as “granted” by ILNAS, the Luxembourg public standardisation service, as a Trusted Service Provider (TSP) under number 2018/8/001.

In the context of eIDAS regulation, ILNAS is the national supervisory body, which is responsible for undertaking supervision of LuxTrust under the regulation N°910/2014 of the European parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market ([supervision procedure](#)). LuxTrust is certified by LSTI acting as certification accredited body.

Electronic signatures supported by a certificate covered by the **“LuxTrust NCP supporting Signature, Authentication and Encryption”**, or by the **“LuxTrust NCP+ Signature”** Certificate Policy issued by the LTGQCA are Advanced Electronic signatures as long as they can be linked to the data to which they relate in such a manner that any subsequent change of the data is detectable.

Electronic signatures supported by the **“LuxTrust QCP-n supporting Qualified Electronic Signature”** Certificate are Qualified Electronic Signatures¹ as long as they are generated from Qualified electronic Signature Creation Device (QSCD) and that they can be linked to the data to which they relate in such a manner that any subsequent change of the data is detectable.

Electronic signatures supported by a certificate covered by the **“LuxTrust QCP-n supporting Advanced Electronic Signature with a Qualified Certificate”** Certificate Policy are Advanced Electronic signatures (supported by a Qualified Certificate) as long as they can be linked to the data to which they relate in such a manner that any subsequent change of the data is detectable.

See the section 1.4 and chapter 7 for further details on authorised and prohibited usages of these certificates.

¹ i.e., Advanced Electronic Signature, based on qualified Certificate whose associated keys are contained within a Secure Signature Creation Device (SSCD).

2 Publications and Repository Responsibilities

2.1 Identification of entities operating repositories

LuxTrust S.A. acting as TSP, via its LuxTrust CSP Board acting as Policy Approval Authority, is the ultimate entity responsible for the operation of online and publically available repository(ies). LuxTrust S.A. is also responsible for the publication of the following documents and information:

- The CPS (Certification Practice Statement);
- The covered CPs (Certificate Policies);
- The related subscriber contractual agreements (e.g., Purchase Orders, General Terms and Conditions, etc.);
- The Certification Authority Certificates, Certification Paths and related ARLs;
- The Certificates Public Registry;
- The Certificate Revocation Lists (CRLs);

The aforementioned documents as well as complementary information are available from online publicly accessible website accessible on <https://repository.luxtrust.com> as described in section 2.2. Note: published documents and information can be physically available and managed on repositories that are technically operated by the external providers supporting LuxTrust activities.

2.2 Publication of Certification Information

LuxTrust S.A. acting as TSP, via its LuxTrust CSP Board acting as Policy Approval Authority, is the ultimate responsible for the publication of the certification information as listed in section 2.1.

The LuxTrust CPS covering the practices used by the CA for Certificates issuance under the applicable CP is available online on <https://repository.luxtrust.com>. This repository shall also contain any other public documents where LuxTrust S.A. acting as TSP makes certain disclosures about its practices, procedures and the content of certain of its policies, including the CPS, and the covered CPs. It reserves right to make available and publish information on its policies by any means it sees fit.

This service is available 24 hours per day, 7 days per week. Upon system failure, service or other factors which are not under the control of the LuxTrust S.A, LuxTrust S.A. shall make best endeavours to ensure that this service is not unavailable for longer than 5 days.

Unless otherwise specified in the CP or specifically chosen by the Subscriber in the Subscriber Agreement, the Subscriber does not agree to the publication of the Certificate in the LuxTrust Public Repository of Certificates immediately on creation. The Subscriber is made aware by the TSP that refusal to publish his Certificates may lead to usage difficulties if his counterpart expects to get the Subscriber's Certificates from the certificate publishing services of LuxTrust.

LuxTrust publishes the digital Certificates that have been accepted to be published by Subscribers and information about these certificates in (an) online publicly available repository(ies). LuxTrust S.A., acting as TSP, reserves right to publish Certificate status information on third party repositories. The Subscribers are notified that the CA only publishes information they submit as the information to be certified in the Certificate.

The CA publishes revocation status information as indicated in section 4.9 of the CPS:

- CRLs are published at regular intervals.
- an OCSP responder server at <http://qca.ocsp.luxtrust.lu/> provides notice on the status of a Certificate issued by the CA, upon request from a Relying Party, in compliance with the IETF RFC 6960.

Note: The status information of any Certificate as delivered by the OCSP server shall be consistent with the information listed in the CRL in force, and vice versa.

The CA maintains the CRL distribution point and the information on this URL until the expiration date of all Certificates containing the CRL distribution point.

A web interface for Certificate status checking services is available from <https://status.luxtrust.com/> and allows a user to obtain status information on a Certificate. See section 2.4 for access restriction.

A web interface for accessing the certificate repository is available on <https://directory.luxtrust.com>

2.3 Time of Frequency of Publication

2.3.1 Frequency of Publication of Certificates

Certificates are published following certificate issuance as specified in section 4.3 and 4.4.2 of the present LuxTrust CPS and of the applicable CP.

2.3.2 Frequency of Publication of Revocation information

The CRLs are published following to the CRL issuance as specified in section 4.9 of the present LuxTrust CPS and of the applicable CP.

2.3.3 Frequency of Publication of Terms & Conditions

An update of all relevant Terms & Conditions (including the LuxTrust CPS, the General Terms and Conditions and the Purchase Order) is published whenever a change occurs.

2.4 Access Control on Repositories

LuxTrust S.A. acting as TSP, via its LuxTrust CSP Board acting as Policy Approval Authority, is the ultimate entity responsible for the operation of online and publically available repository(ies). LuxTrust S.A. is also responsible for the publication of the following documents and information:

- The CPS (Certification Practice Statement);
- The covered CPs (Certificate Policies);
- The related subscriber contractual agreements (e.g., Purchase Orders, General Terms and Conditions, etc.);
- The Certification Authority Certificates, Certification Paths and related ARLs;
- The Certificates Public Registry;
- The Certificate Revocation Lists (CRLs);

The aforementioned documents as well as complementary information are available from online publicly accessible website accessible on <https://repository.luxtrust.com> as described in section 2.2. Note: published documents and information can be physically available and managed on repositories that are technically operated by the external providers supporting LuxTrust activities.

3 IDENTIFICATION AND AUTHENTICATION

3.1 Naming

3.1.1 Types of names

Naming and identification rules for physical (private) persons are the same as legal rules applied for naming and identification of physical persons on citizen identity cards, passports or Luxembourg residency cards.

Subject names are either identical to names used within identity documents (in case of registration at a non-PSF RA) or comply with KYC procedures as these procedures are mandatory for PSF companies or institutions (in case of registration at a PSF RA).

Naming and identification rules for professional attributes of physical persons are the same as the legal rules applied to naming and identification of professional attributes in the Grand Duchy of Luxembourg and of equivalent international professional attributes.

See the applicable CP for more detailed naming rules (in particular for non-physical entities) and for detailed structure of the Certificates subject attributes).

Within the LTGQCA domain, the LuxTrust TSP is only authorised to issue the following names in the CA Certificates it issues.

LuxTrust Root CA Certificates	
Country (C)	LU
Organization (O)	LuxTrust S.A.
Common Name (CN)	LuxTrust Global Root x ²
LuxTrust Qualified CA Certificates	
Country (C)	LU
Organization (O)	LuxTrust S.A.
Common Name (CN)	LuxTrust Global Qualified CA y ²

3.1.2 Need for names to be meaningful

Unless pseudonyms are used, the names used under this CPS and the applicable CP shall be meaningful as identifying certificate Subjects (physical persons, optional professional attributes, non-physical entities).

3.1.3 Anonymity or pseudonymity of Subscribers

Unless otherwise specified in the applicable CP,

1. Subscribers, as physical persons, may choose to receive a Certificate certifying their identity in the form of a pseudonym.
2. The Certificate identifies this choice through the mention "Pseudonym:" together with the allocated **pseudonymUniqueIdentifier** in the appropriate subject attributes as specified in section 7.
3. The **pseudonymUniqueIdentifier** is uniquely determined at registration by the Local Registration Authority according to the following scheme: *the uniqueidentifier used in the syntax of the commonName for pseudonym users is deemed to be unique.*

The LRAO registering the Subscriber retains full identification of the Subscriber with regards to his/her allocated **pseudonymUniqueIdentifier**.

² x / y is a sequential value to distinguish the old CA from the renewed CA. The value 1 is omitted as it is the first CA issued.

This information is retained as confidential and can never be disclosed to third parties unless foreseen by law (to the notable exception of the *paper*-based registration files that must be communicated to LuxTrust S.A., as ruled by its PSF status).

3.1.4 **Rules for interpreting various name forms**

RFC-822 names may be used as Alternate Subject Names by indicating the e-mail address of the Certificate Subject.

3.1.5 **Uniqueness of names**

The full combination of the Subject Attributes (Distinguished name) has to be unique. Specific CP covered by the CPS may foresee other means to ensure the uniqueness of the full combination of the subject attributes (Distinguished Name).

3.1.6 **Recognition, authentication, and role of trademarks**

All trademarks, products and services marks, trade name and firm name within the meaning of the Law of 17 November 2016 approving the Protocol amending the Benelux Convention on Intellectual Property (Trademarks and Designs), signed in Brussels, 16 December 2014 Mem. 2006 A232 are owned and will continue to be exclusively owned by LuxTrust S.A. and/or its licensors. LuxTrust's contractors and / or subcontractors agree to make no claim of interest in or to any such IP Rights.

LuxTrust's contractors and / or subcontractors acknowledge that no title to the IP Rights in and to the Proprietary Materials is transferred to them and that they do not obtain any rights, express or implied, in any Proprietary Materials other than the rights expressly granted in the CPS.

3.2 **Initial identity validation**

Initial Identity validation is part of the certificate application process described in chapter 4.1. Initial identity validation procedures for PKI Participants or organisation of PKI Participants other than Subscribers, comply with provisions of the CPS (and in particular with section 5.2.1) and are fully detailed in LuxTrust S.A. internal documents.

At expiration of the Certificates, the same procedures as for the initial identity validation (i.e. revalidation) are followed, unless online re-key is authorised and performed under the applicable CP (see section 4.6 to 4.9 of the CPS and the applicable CP).

3.2.1 **Method to prove possession of private key**

When the key generation process is ensured by the TSP it is done in compliance with the ETSI EN 319 401, ETSI EN 319 411-1 [18] and ETSI EN 319 411-2 [17] and technical standard. In that case, the private key activation data may be sent to the Certificate Subject through out-of-band mechanisms.

The TSP is not responsible for the process chosen by the Subscriber for the generation, protection and use of the certified key pair.

3.2.2 **Authentication of organisation identity**

Rules for identification of the Subscriber's organisation are compliant with the legal rules applied to naming and identification of organisation in the Grand Duchy of Luxembourg.

The following documents are required for the identification of Subscriber's organisation (legal person) and/or to validate the relationship of a physical person with a legal person:

1. Recent constitutive act, or recent extract of the commercial register (or the foreign equivalent for foreign companies registered under foreign law;
2. A recent official document or a recent original and certified mandate stating the split of responsibilities or disposition powers within the organs of the legal person (board of directors, delegated administrator, CEO, manager, etc.);

3. When the legal person runs financial sector activities involving third party funds management, the copy of the required authorisation or the mention that such authorisation is not required;
4. A copy of the identity evidence (identity card, passport or Luxembourg residency card) of one of the physical persons who is a legal representative of the legal person; in case this person cannot be physically present at the LRA, the copy must be certified by a competent authority (embassy, consulate, notary, municipality, police office, bank from the first order) and be accompanied by a legalisation of the signature of this authority;
5. The information about their legal address, civil state, and profession;
6. In case a company established in a non-Luxembourg jurisdiction is found as founder or administrator or signatory in the LuxTrust registration process, LuxTrust S.A. reserves right to ask for constitutive documents of this company (points 1 & 2 above), the declaration of the commercial beneficiary and the origin of the funds of the company, as well as an explanatory description of structure of the proposed company;
7. In case the relationship of a physical person with a legal person is to be validated and certified in the Certificate, the person identified in (4) shall sign the appropriate guarantee as provided in the applicable Certificate application form (Purchase Order).

In case of foreign law companies, an additional banking reference can be required and LuxTrust S.A. reserves right to reject the application of such companies.

3.2.3 **Authentication of individual identity**

For a registration authority, identification is performed through a face-to-face identification at least equivalent to the level of PSF rules set by the CSSF. Face to face registration of an individual Subscriber (or Subject if it differs from the Subscriber) for issuance of a certificate, includes the following:

- The Subscriber must be physically present in front of a LuxTrust LRAO during registration process, or the Subscriber initial registration process must guarantee that it includes an equivalent face-to-face identification and authentication process whose results are securely transmitted to a LuxTrust LRAO;
- The Subscriber must provide for verification a valid and authentic identity card or identity passport or Luxembourg residency card;
- The LRAO must verify the authenticity and validity of the provided identity proof according to (legal) procedures provided by LuxTrust S.A.

The following remote identification method are allowed:

- The authentication process can be performed remotely through the use of an “apostille” (see *The Hague Convention, October 5, 1961*) or
- By using other identification methods equivalent to the use of an “apostille” or
- By using other identification methods recognised at national level which provide equivalent assurance in terms of reliability to physical presence. The equivalent assurance shall be confirmed by a conformity assessment body or
- By using a valid, substantial or high-level European notified identity for which physical presence is ensured at the time of the initial request for electronic means of identification.

Identification and authentication requirements for an individual aiming to have its professional attributes certified must provide evidence of the applicability of such professional attributes. When these professional attributes are related to an organisation, the individual must comply with the provision stated in section 3.2.2 of the CPS.

3.2.4 **Non-verified subscriber information**

Subscriber’s e-mail address of natural persons is non-verified Subscriber information. The Subscriber is entirely responsible for providing up-to-date, accurate and correct information during registration process.

Further details can be found in applicable CP.

3.2.5 *Validation of authority*

Not applicable.

3.2.6 *Criteria for interoperation*

Not applicable.

3.3 Identification and authentication for re-key & update requests

3.3.1 *Identification and authentication for routine re-key & update*

See sections 4.7 and 4.8.

3.3.2 *Identification and authentication for re-key after revocation*

The same process as for initial identity validation is used.

3.4 Identification and authentication for revocation request

Identification and authentication procedures for revocation requests related to PKI Participants or organisation of PKI Participants other than Subscribers comply with provisions of the CPS and are fully detailed in LuxTrust S.A. internal documents, including applicable CP for PKI Participants other than Subscribers.

The whole processes associated to suspension, revocation and un-suspension are detailed in section 4.9.

The Subscriber, and if applicable the legal representative (or his duly appointed delegate) of the company / organisation from which the Subscriber is a member of, the LRA, the CRA or LuxTrust S.A. may apply for suspension or un-suspension following suspension of the Certificate. The Subscriber (or the Subject, when different) is notified by email upon certificate status change.

The CA makes information relating to the status of the suspension or revocation of a Certificate available to all parties at all times, as indicated in Sections 4.9 and 4.10 of the CPS.

Information and online facilities for the suspension / un-suspension following suspension of the Certificate can be obtained on the LuxTrust website <https://suspend.luxtrust.com> respectively on <https://activate.luxtrust.com>.

Applications and reports relating to a suspension, un-suspension following suspension are processed on receipt, and are authenticated as described in section 4.9.15, 4.9.16 and 4.9.3 respectively.

4 CERTIFICATE LIFE-CYCLE OPERATIONAL REQUIREMENTS

All PKI Participants within the CAs domains, including the Relying Parties, are subject to continuous obligation to inform directly or indirectly the CA:

- of all changes in both the information that is certified within a Certificate and in the information that has been used to support the Certificate issuing process, during the operational period of such Certificate, or
- of all any other fact that may affect the validity of a Certificate.

The CA shall then take appropriate measures for proper correction of the affected information (including revocation of the Certificate if applicable), ensuring that accurate and correct information is kept by the CA.

4.1 Certificate Application

4.1.1 *Who can submit a certificate application*

Unless otherwise specified by law, LuxTrust applicable standards, or the applicable CP, applications for end-entity certificates can be submitted by anyone who complies with provisions set within the registration forms and processes, the CP/CPS and the LuxTrust end-user agreement. The CA issues, suspends or revokes Certificates only at authenticated request of the CRA, or LuxTrust S.A. acting as TSP, to the exclusion of any other entity, unless explicitly instructed so by the TSP.

4.1.2 *Enrolment process and responsibilities*

For provision of services, the CA and LuxTrust S.A. may rely on third party agents under appropriate (sub-) contracting agreements or on legal entities as referenced in [14] and [16]. Towards any party, LuxTrust S.A. acting as TSP assumes full responsibility and accountability for acts or omissions of all third party agents it uses to deliver certification services.

Within the context of new Subscriber registration, the LRA and CRA responsibility is to verify that the Subscriber is indeed the person (s)he claims to be and to validate the information that is requested to be certified by the CA as well as the information supporting this certification. This shall be done in compliance with the rules and practices as stated by the applicable CP, the LuxTrust CPS and by strictly following the LuxTrust registration procedures or the applicable national law referenced in [14].

The Subscriber will have to proceed to a valid initial identification and authentication as described in section 3.2. In case the professional quality has to be certified, the Subscriber must also prove his/her professional quality, together with any information supporting his/her registration.

At time of registration, the LRA (and CRA when remote registrations are concerned) guarantees the accuracy of all information contained in the certificate request sent to the Central Registration Authority (to the CA when CRA remotely registered certification requests are concerned). It also guarantees that the certificates Subscriber as well as the certificate Subject (in case the Subject and the Subscriber of the certificate are different entities) have been duly registered and that all required verifications have been performed prior to successful registration leading to Certificate issuance.

Upon successful validation of the Subscriber through face-to-face registration, the LRAO combines and securely archives all the submitted documents and uses the RA Interface to send the certificate request (and in case the key generation is done by the TSP, the request for the LuxTrust QSCD to the CRA. The CRA then performs a final (technical) validity check, on receipt of the Subscriber's registration information received from the LRAO. In case the request is accepted by the CRA, the CRA requests the QSCD Issuing Authority for the generation of the key-pair(s) (only in case the key generation is done by the TSP), and/or Certificate(s) by the Certificate Factory (CA). When the application for the Certificate is rejected by the CRA, the latter must inform the Subscriber (via his/her LRAO in case of pseudonym Subscriber) and set out the grounds for this rejection.

Upon successful validation of the Subscriber remote electronic registration, the LuxTrust CRA system automatically combines and securely stores customer submitted data, and performs a final validity check on Subscriber's registration information when

applicable. The CRA then requests the Certificate(s) to the Certificate Factory (CA). In case of QSCD delivery (e.g., LuxTrust Smart Card Subscribers), the Certificates are generated in a suspended mode by the LuxTrust CA (Factory). This suspension notification is immediately available via the LuxTrust Revocation Status Services.

4.1.2.1 **Subscriber enrolment process**

The enrolment process for the Subscriber to submit Certificate application is described in internal procedures for the RA. Unless otherwise specified, the processes are compliant with the applicable technical standard ETSI EN 319 411-1 [18] or ETSI 319 411-2 [17], for Certificates issued by the LTGQCA.

4.1.2.1.1 *Registration Preparation*

As a general provision, the Subscriber must obtain the Order Form and the General Terms and Conditions for the Certificate (hereafter referred to as “the Order Form” and “the General Terms and Conditions”) from LuxTrust S.A. acting as TSP.

These, together with the applicable CP and the present LuxTrust Certification Practices Statements (CPS), form the Subscriber Agreement between the Subscriber and LuxTrust S.A. (the TSP). The Subscriber may also ask the TSP to send him/her copies of the documents in question by postal mail or to obtain the documents from an LRA approved by the TSP for the applicable CP. The Subscriber must duly complete and sign the Order Form.

The Order Form may fall into two parts:

- a. The “Subscriber Part” must be duly completed and signed by the Subscriber.
- b. If applicable (optional): The “Subscriber Organisation Part” must be duly filled in and signed by a legal representative (or his/her duly appointed proxy) of the organisation to which the Subscriber belongs.

By signing the Order Form, the Subscriber and, if applicable, the Subscriber’s organisation accept the General Terms and Conditions, the CP and the CPS.

4.1.2.1.2 *Online Registration Preparation*

In order to ease Subscriber registration preparation and to reduce the amount of errors, an end-user web-based registration preparation interface is provided to the Subscriber except for eID device. This interface presents the Subscriber with a convenient & intelligent electronic form to collect information needed for registration. This form will dynamically present appropriate fields in function of the choices of the Subscriber: type of requested certificate, type of identity (e.g., physical private person or physical person with professional attributes), type of requested Signature Creation Device (e.g., server signing account, or smart card), etc. Once the Subscriber’s registration information filled-in, the intelligent form will provide the Subscriber with a printer friendly version of the LuxTrust Subscriber Order Form and will remind him/her the supporting registration documents that the Subscriber must collect and bring to the LRA in order to validate his/her registration.

In addition to, or in replacement of, this registration preparation facility, it is possible for the LuxTrust TSP (through the LuxTrust CRA or RA Network) to organise so-called “Certification Invite Processes”. Such processes enable CRA or (L)RA network(s) to perform certification invitation mailings towards pre-established end-users lists and can be used to initiate the certification process of a specific community as LuxTrust end-users.

4.1.2.1.3 *Supporting registration documents*

The Subscriber applying for LuxTrust Certificate(s) requiring face-to-face registration may present himself, in person, to one of the LRAs authorised under the applicable CP. If physical presence is required, the Subscriber may arrange a meeting with an LRA Officer (LRAO) and go there in person, bringing with him/her the documents required by the applicable CP. Remotely requested certificates do not require face-to-face registration and can be requested online or remotely as specified in the applicable CP.

The next steps in the Subscriber enrolment process will depend on the applicable CP in function of the choice of the Subscriber to apply for a specific certificate type. These next steps cover:

- The identification and authentication of the Subscriber and his request,

- The communication of the request to the CRA, and,
- The communication with the QSCD Issuing Authority (if applicable), and
- The communication with the CA for certificate generation, immediate suspension (if applicable), publication (if applicable), certificate, QSCD and related activation data delivery (if applicable) to the Subscriber.

If applicable, certificate un-suspension process is also described.

Archival of registration related information is the final task of the LRAO or CRAO upon completion of Subscriber registration. The LRAO or CRAO must securely store and archive the Subscriber's application related information in an appropriate secure location according to the requirements laid down in relevant sections of the CPS and the applicable CP. This archiving is done on both paper-based and electronically collected information.

4.1.2.2 Other PKI Participants enrolment process

The enrolment process for PKI Participants other than Subscribers is described within internal LuxTrust documentation. Related processes are compliant with the NCP+ policy requirements stated in the technical standard ETSI EN 319 411-1 [18].

4.1.2.2.1 RA enrolment process

When not specified in the following text, "RA" shall collectively designate the CRA, SRA, LRA and their respective Officers, "CRA" shall collectively designate the CRA and its respective Officers, and similarly for "LRA".

LuxTrust RA networks outside the LuxTrust S.A. legal entity are formally bound with LuxTrust S.A. (TSP). Before being officially entitled and operational, all LuxTrust RA Officers are trained and subject to regular audit either done by LuxTrust S.A. or in the context of a wider scope, e.g. done by ILNAS supervision of Qualified and Normalised Trusted Service Providers, the certifying body or as provided by the national law [14].

For all devices except for eID device,

the RA and its Officers (RAOs) will be subject to:

- Pass certification process for being operational;
- Once operational, strictly respect the RA procedures and guidelines provided by LuxTrust S.A.;
- And in particular, perform correct identification and authentication of the clients :
 - Scrupulous verification of the customer data, proofs, identity validation
 - Ask correct information to customer
- Take ad-hoc measures regarding logical and physical security of the information and of the software.

To be issued an RAO certification, being either employed by LuxTrust S.A. or by a contracting RA organisation, an RAO candidate must:

- Be part of an organisation that contracted with LuxTrust S.A. (TSP) as RA, SRA or LRA Network;
- Complete the RAO Agreement, attesting to the truth of his or her assertions regarding professional experience and legally commit to adhere to the RAO Obligations and Code of Ethics;
- Attend the preparation training. This is usually a one or two days training covering the RAO knowledge domains:
 - Basic principles in cryptography and PKI systems;
 - Related laws and regulations;
 - RA software practices;
 - RA(O) guidelines and procedures;
 - Telecommunication and Internet security basics;
- Accept for being selected for audit or controls;
- Continuing education is required to maintain an RAO's certification in good standing.

- Only for eID device, the “centre”, municipal authorities, diplomatic or consular missions as defined by the Luxembourgish Law [14] are the only approved RA. These RA and its Officers (RAOs) are regulated by the national law [15] and :
 - strictly respect the guidelines provided by LuxTrust S.A;
 - And in particular, perform correct identification and authentication of the clients :
 - Scrupulous verification of the customer data, proofs, identity validation
 - Ask correct information to customer
 - Take ad-hoc measures regarding logical and physical security of the information and of the software
 - Are supervised according to the Luxembourgish law [14]
 - Continuing education is required to maintain an RAO's obligations in good standing.

4.1.3 **PKI Participants responsibilities related to enrolment process**

4.1.3.1 **Subscribers' responsibilities**

By signing the Subscriber Agreement (Order Form), the Subscriber agrees with and accepts the associated General Terms and Conditions, the applicable CP, and the LuxTrust CPS. Specifically, the Subscriber hereby gives his/her acceptance to the following responsibilities related to the enrolment process:

- The information submitted during enrolment process by the Subscriber must be valid, up-to-date, accurate, and complete. Additionally, this information must meet the requirements for the type of Certificate requested, the applicable CP and in particular with the corresponding enrolment (registration) procedures. The Subscriber is responsible for the accuracy of the data provided during enrolment process and LuxTrust RAs will ensure the correctness and accuracy of the submitted information.
- The Subscriber must agree to the retention - for a period of [10] years from the date of expiry of the last Subscriber Certificate - by the TSP and LRA of all information used for the purposes of registration, for the provision of a QSCD or for the suspension or revocation of the Certificate, and, in the event that the TSP ceases its activities, the Subscriber must also consent for this information to be transmitted to third parties under the same terms and conditions as those laid down in this CPS, and in the applicable CP.
- The Subscriber hereby acknowledges the rights, obligations and responsibilities of the TSP, and other PKI Participants. These are set out in the present LuxTrust CPS, in the Order Form and in the General Terms and Conditions relating thereto, and in the applicable CP.

4.1.3.2 **LRA – CRA responsibilities**

When face-to-face registration is required, the LRA and CRA (hereafter referred to as L/C-RA) are either under a contractual obligation or regulated by the national law [14] to comply scrupulously with the registration procedures described in related LuxTrust internal LRA procedures and the LuxTrust internal CRA procedures.

The L/C-RA guarantees that:

- Subscribers are properly identified and authenticated both with regard to the personal identity of the Subscriber as a natural private person and with regards to any optional information about optional professional status.
- Any application for Certificates submitted to the CA is complete, accurate, valid and duly authorised, in particular for Certificate Subject related information when the Subject and the Subscriber of the requested Certificate are different entities.
- The L/C-RA Officer (L/C-RAO) informs the Subscriber of the terms and conditions for the use of the Certificate. These are set out in the Order Form and the General Terms and Conditions to be signed by the Subscriber (in paper or notarised electronic form).
- The L/C-RAO checks the identity of the Subscriber on the basis of valid identity documents recognised under Grand Duchy of Luxembourg law or equivalent measures according to national law. These identity documents must indicate the full name (last name and first names), date and place of birth.
- The L/C-RAO also verifies any optional information relating to the Subscriber's professional status for the purposes of certification, as indicated in the applicable CP.

- If the Subscriber is an affiliate of a legal person, the L/C-RAO validates the documentation supplied as proof of the existence of this relationship.
- The L/C-RAO ensures the storage of at least one copy of the information provided by the Subscriber during enrolment process, in particular:
 - A copy of all information used to check the identity of the Subscriber and any references to his/her professional status, including any reference numbers on documentation used for this verification as well as any limitations on its validity.
 - A copy of the contractual agreement signed by the Subscriber, including the latter's agreement to all obligations incumbent on him/her.

This information is retained by the L/C-RA for a period of ten (10) years from the date of expiry of the last Certificate linked to the Subscriber's registration by the L/C-RA.

- The L/C-RAO ensures compliance with the requirements relating to the processing of personal data and the protection of privacy with respect to the Subscriber enrolment process.
- The L/C-RA ensure the application of clear and appropriate measures with respect to:
 - Physical security of the information provided by the Subscriber during enrolment process and, where appropriate, of the systems concerned;
 - Confidentiality regulations, specifically also those regarding banking secrecy, if applicable;
 - Logical access to any software;
 - L/C-RAOs dealing with Subscriber enrolment process.
- The classification of and responsibility for this data are treated as of crucial importance, i.e.,
 - the data itself (registration data, guidelines and procedures, etc.) in paper form and, where applicable, in electronic form;
 - The software applications used and their configuration;
 - The equipment (hardware, telecommunications tools, etc.) and their configuration;
 - Physical access to the data (buildings, safes, access controls and conditional access to software, etc.).

The L/C-RA guarantees that these items are managed and stored in such a way as to avoid any repercussions as a result of a loss of confidentiality, integrity as well as availability of this data.

4.1.3.1.3 CA – LuxTrust S.A. acting as TSP responsibilities

Please refer to section 9.6.1 of the CPS.

4.2 Certificate application processing

4.2.1 Performing identification and authentication functions

Unless the Certificate Subscriber has already been identified, by the RA Network, as described in section 3.2 of the CPS, validation of Certificate requests will require the Certificate Subscriber to present himself to a Local Registration Authority (LRA). The LRA performs the Subscribers identification and authentication and guarantees the accuracy at the time of registration of all information contained in the certificate request as sent to the Central Registration Authority. The LRA also guarantees that the Subscriber of the certificate (as well as the Subject of the Certificate in case these entities are different) has (have) been duly registered and that all required verifications have been performed prior to his successful registration leading to the Certificate issuance.

The subscribers that are identified to request a qualified eSeal certificate, have to provide a valid IP address that is used to allow only eligible subscribers to access the eSeal service.

When remote registration is applicable, the CRA performs the Subscribers identification and authentication and guarantees the accuracy, at the time of registration, of all information contained in the certificate request as sent to the CA, and that the Subscriber of the certificate (as well as the Subject of the Certificate in case these entities are different) has (have) been duly registered and that all required verifications have been performed prior to his successful registration leading to the Certificate issuance.

4.2.2 ***Approval or rejection of certificate applications***

Upon successful validation of the Subscriber registration, the LRAO sends the Certificate request to the Central Registration Authority (CRA). In case the request is accepted by the CRA, the CRA requests the issuing authority for the generation of the certificate as well as other components if required. This may include:

- QSCD personalisation with creation of the key-pair(s) (only in case the key generation is done by the TSP),
- QSCD distribution.
- Other devices/token preparation, personalisation and distribution.

When the application for the Certificate is rejected by the CRA, the latter must inform the Subscriber (via his/her LRAO in case of pseudonym Subscriber) and set out the grounds for this rejection.

Upon successful validation of the remote Subscriber registration, a technical validity check is performed on the application. In case the request is accepted by the CRA, the CRA requests the creation of the Certificate(s) by the Certificate Factory (CA). When the application for the Certificate is rejected by the CRA, the latter may inform the Subscriber and set out the grounds for this rejection.

4.2.3 ***Time to process certificate applications***

Not applicable.

4.3 **Certificate issuance**

4.3.1 ***CA actions during certificate issuance***

Actions performed by the CA during the issuance of the Certificate are described within and ruled by the present LuxTrust CPS, and in the applicable CP.

CAs issuing end-entity certificates validate and ensure the uniqueness of each certificate it issues using the **certificateSerialNumber** field of each certificate. According to the certificate profile described in the applicable CP (section 7), the CA may perform additional specific checks and/or validations on the content, format or other specificities of the certificate requests. See the applicable CP for further details.

In addition, the LuxTrust Global Qualified CA ensures the uniqueness of the Subject Serial Number, a serial number located within the subject of the certificate and is guaranteed to be unique across LuxTrust Qualified CAs.

The CAs authenticate the signed certificate requests and only accept requests sent by the LuxTrust CRA, unless explicitly instructed otherwise by LuxTrust S.A. acting as TSP and as fully documented (e.g., initial registration procedure for PKI Officers as Chief LRAO, etc.).

4.3.2 ***Notification to Subscriber by the CA of issuance of Certificate***

The notification to Subscriber of issuance of Certificate is described in the Subscriber's enrolment process in section 4.1.2.1 of the CPS.

4.4 **Certificate acceptance**

4.4.1 ***Conduct constituting Certificate acceptance***

The Certificate is deemed to be accepted by the Subscriber, as the case may be, on the eighth day after its publication in the LuxTrust TSP Public Repository of Certificates (if applicable) or its first use by the Subscriber, whichever occurs first. In the intervening period, the Subscriber is responsible for ensuring the accuracy of the content of the Certificate. The Subscriber must immediately notify LuxTrust S.A. acting as TSP of any inconsistency the Subscriber has noted between the information in the Subscriber Agreement and the content of the Certificate.

Objections to accepting an issued Certificate are notified via the LRA, or SRA to the CRA in order to request the CA to revoke the Certificate and take the appropriate measures to enable the reissuing of a Certificate. The procedure used for this purpose is described in Section 4.9 of the CPS. This is the sole recourse available to the Subscriber in the event of non-acceptance on Subscriber's part.

4.4.2 **Publication of the Certificate by the CA**

Once the Certificate has been issued by the CA, unless otherwise specified in the CP or specifically chosen by the Subscriber in the Subscriber Agreement, the Certificate is not published in the LuxTrust Public Repository of Certificates (<https://directory.luxtrust.com>). This repository is in the public domain and is accessible at all times as stated in Section 2 of the CPS.

4.4.3 **Notification of Certificate issuance by the CA to other entities**

If the Subscriber has agreed to the publication of his certificate, the certificate issuance is notified by the CA to other entities through the publication of the Certificate in the LuxTrust Public Repository of Certificates (<https://directory.luxtrust.com>), available in the public domain and accessible at all times as stated in Section 2 of the CPS.

4.5 **Key pair and certificate usage**

The responsibilities relating to the use of keys and Certificates are defined in the next sections.

4.5.1 **Subscriber private key and certificate usage**

By signing the Subscriber Agreement, the Subscriber gives his/her acceptance to the following responsibilities related to the Subscriber private key and Certificate usage:

- In using the Key Pair, the Subscriber must comply with any limitations indicated in the Certificate, in the applicable CP or in applicable contractual agreements.
- In accordance with the LuxTrust CPS and with the applicable CP, the Subscriber must protect the Private Key and its Activation Data at all times against compromise, loss, disclosure, alteration or any otherwise unauthorised use. Once the Private and Public key pair has been delivered to the Subscriber, the Subscriber is personally responsible for ensuring the confidentiality and integrity of the Key Pair. The Subscriber is the sole user of the Private Key. The Private Key Activation Data (e.g., 5 digit Activation Code, PIN-code or password(s)) used to prevent unauthorised use of the Private Key must never be held in the same place as the Private Key itself, nor alongside its storage medium. Nor must it be stored without adequate protection. The Subscriber must never leave the Private Key or the Private Key Activation Data unsupervised when it is not locked (e.g., leave it unsupervised in a work station when the PIN code or password has been entered).
- The Subscriber has sole liability for the use of the Private Key. The CA or LuxTrust S.A. acting as TSP is not liable for the use made of the Key Pair belonging to the Subscriber or for any damage resulting from misuse of the Key Pair.
- The Subscriber shall refrain from tampering with a Certificate.
- The Subscriber shall only use Private Key and Certificate for legal and authorised purposes in accordance with the applicable CP, the Subscriber Agreement and the LuxTrust CPS, and as it may be reasonable under the circumstances.
- The Subscriber must ask the TSP to revoke the Certificate as required pursuant to the applicable CP and the LuxTrust CPS, and in particular if:
 - The Private Key of the Subscriber is lost, stolen or potentially compromised; or,
 - The Subscriber no longer has "sole" control of the Private Key because the Private Key Activation Data (e.g. PIN code) has been compromised or for any other reason³; and/or,
 - The certified data has become inaccurate or has changed in any way (e.g., if the information submitted during the enrolment process as proof of professional status becomes obsolete, in full or in part)

The Certificate revocation process is then started immediately. The suspension and revocation process and procedures are set out in Section 4.9 of the CPS.

³ Loss of the Private Key Activation Data shall lead to the revocation of the concerned Certificates and Certificates re-key can be applied (see section 4.9 and 4.7 respectively).

- The Subscriber must inform the TSP of any changes to data not included in the Certificate but submitted and registered during the enrolment process. The TSP then rectifies the registered data.

4.5.2 ***Relying Party public key and Certificate usage***

Relying Parties providing services or directly relying on Certificates issued in accordance with the applicable CP and the CPS must perform the following and assume the responsibility for having performed the following:

- Successfully perform public key operations as a condition of relying on a Certificate, compliant with RFC 5280.
- Validate a Certificate by using the CA's Certificate Revocation Lists (CRLs) OCSP or web based Certificate status services in accordance with the Certificate path validation procedure (see also section 4.9.6),
- Un-trust a Certificate if it has expired has been suspended or is revoked.
- Rely on a Certificate only for appropriate applications (and context) as set forth in the applicable CP, taking into account all the limitations on the use of the Certificate specified in the Certificate, the applicable contractual documents and the applicable CP.
- Take all other precautions with regard to the use of the Certificate as set out in the applicable CP or elsewhere, and rely on a Certificate as may be reasonable under the circumstances.
- Assent to the terms of the applicable Relying Party Agreement as a condition of relying on a Certificate.

4.6 **Certificate renewal**

Not applicable

4.7 **Certificate re-key**

Unless otherwise specified in the CP, certificate re-key is foreseen in specific conditions e.g. for certificates issued to natural persons under the LuxTrust Global Qualified CA. In any case, certificate re-key process shall be identical to the original initial certification process.

Certificate online re-key for supported devices is authorised under the following conditions:

- Subscriber key generation is done by the TSP;
- The initial Certificate is still valid (not suspended, not revoked and not expired);
- The certified information is still valid;
- The Subscriber electronically signs an electronic certificate on-line re-key contract with the TSP for processing the request.

Certificate re-key may also occur once the initial Certificate is expired for reasons (e.g., key compromise) other than the exclusion of the Subscriber from the LuxTrust services. In that case, the same requirements, processing rules and responsibilities apply as for initial certification request.

The only data which can be updated by the subject is (are) the email address(es). Other subject data must contain the same values as the certificate on which the re-key is based on. As a result, the subject serial number or LuxTrust serial number, located within the certificate subject, remains the same.

When a certificate is renewed, the private key is changed. The goal of the rekey is to align a subject's certificate public key with his/her new private key. All the other fields are kept unchanged except the email address(es) which can be updated by the subject.

The certificate with the aligned public key replaces and supersedes the other certificate. At certificate rekey, when the previous certificate is to be revoked, an email notification is sent to the subject letting him / her know that his / her certificate has been revoked and replaced by a rekeyed one.

See applicable CP for possible further details.

4.8 Certificate modification

The Subscriber must immediately inform LuxTrust S.A. acting as Certification Services Provider of any changes to the data on the Certificate, or when the certified data has become inaccurate or has changed in any way. Through the SRA, the Subscriber must ask the TSP to revoke the Certificate. The Certificate revocation process is then started immediately. The suspension and revocation procedures are set out in Section 4.9 of the CPS.

In case the Subscriber wants to change the certified information, or has requested the revocation of his/her Certificate due to circumstances mentioned in the previous paragraph, and wishes to be issued a new Certificate, the Subscriber shall process to a full Certificate application as following the initial certification process (see section 4.1 of the CPS).

4.9 Certificate revocation and suspension

The suspension, un-suspension and revocation processes are managed by the Suspension and Revocation Authority (SRA), through the CRA towards the CA who technically suspends or revokes a Certificate.

A Certificate status can be valid, suspended or revoked. Suspension is a temporary and reversible state. A Certificate can be un-suspended to become valid again. The revocation process is irreversible. **Once revoked, the Certificate cannot be un-revoked.**

LRAs shall in any case intervene in the process of un-suspension of Certificates, and in revocation of Subscriber's Certificate(s) when the physical presence of the requestor is required. CRAs shall in any case intervene in the process of un-suspension (rehabilitation after suspension) and in revocation of subscriber remotely requested certificates when the physical presence of the certificate status change requestor is not required. These processes can be either:

- On the initiative of the Subscriber itself, or
- On the initiative of a duly authorised person.

It is important to note that CRA may initiate a suspension or revocation process in case of doubt on the *sanity* of an end-user (as well as any other LuxTrust PKI Participant when applicable and as stated in the CPS). It is an obligation for all entities subject to PSF⁴ regulation. The CRA is PSF and will thus be in possession of specific blacklists. As a consequence, it is an obligation for CRA to initiate suspension and/or revocation whenever necessary.

Upon expiration or revocation of a LuxTrust Certificate, the corresponding private key must be destroyed in accordance with the CPS. Once all LuxTrust Certificates within a LuxTrust token (e.g. (S)SCD-Smart Card, etc.) are either expired or revoked, this LuxTrust (S)SCD shall be destroyed by the Certificate Subscriber himself or brought back by the Subscriber to a LuxTrust LRA for destroying in accordance with the CPS.

The Subscriber, and if applicable the legal representative (or his duly appointed delegate) of the Subscriber's organisation, the LRA, the CRA or LuxTrust S.A. may apply for suspension, un-suspension, or revocation of the Certificate. The Subscriber and, where applicable, the legal representative (or his duly appointed delegate) of the Subscriber's organisation is notified of the suspension, un-suspension or revocation of the Certificate.

Revocation status information is made available beyond the validity period of the certificate.

The procedure below will allow an end-user to receive all the status changes related to a specific certificate during its lifetime.

- The end-user has the certificate in an electronic form

⁴ Financial Sector Professional – Professionnel du Secteur Financier

- The end-user sends an email to a generic email address which is accessible to LuxTrust Customer Service Desk and attaches the certificate to the mail
- A LuxTrust Customer Service Desk agent receives the email and analyzes the attached certificate
- The LuxTrust CSD agent finds the certificate related information in RA systems and extracts the certificate status information

The LuxTrust CSD agent replies to the end-user with the requested information. Additional specific procedures and/or requirements may be described in the applicable CP, however in all cases; the requirements stated in the next sub-sections (4.9.x) shall be implemented as a minimum.

4.9.1 ***Circumstances for revocation***

The Subscriber and, when applicable, the organisation for which the Subscriber (or Subject when Subject and Subscriber are different entities) is certified (as stated in the Certificate), must ask the TSP to revoke the Certificate as required pursuant to the LuxTrust CPS, and in particular if:

- The Private Key of the Subscriber is lost, stolen or potentially compromised; or,
- The Subscriber no longer has “sole” control of the Private Key because the Private Key Activation Data (e.g. PIN code) has been compromised or for any other reason; or,
- The certified data is not reflecting the certificate request as verified by the Subscriber in the acceptance period following the issuance (see section 4.4.1 of the CPS); or,
- The certified data has become inaccurate or has changed in any way (e.g., if the information submitted during the enrolment process as proof of professional status becomes obsolete, in full or in part).

The CRA directly or the LRA and SRA (via the CRA) will request the revocation of a Certificate (or a pair of Certificates, e.g., in case of LuxTrust Smart Card Subscriber) after having received notice by the Subscriber, or when applicable, by the Subscriber’s organisation.

In addition to the cases above,

- Certificates issued for delegated signature are single-use and automatically revoked after the documents are signed. For more details, please refer to the CPs containing the words “delegated sign” in the corresponding CP document
- For devices others than eID device, the CRA revokes any Certificate that has been suspended for more than a period of 30 days (60 days for initial suspension of LuxTrust device if the codes are received by paper),
- For eID devices which are declared lost or stolen, CRA revokes any Certificate that has been suspended for more than a period of 7 days (not applicable for initial suspension and suspension of eID device made by the citizen).

4.9.2 ***Who can request revocation***

Revocation can be requested to the CRA by the Subscriber, by the Subscriber’s organisation if applicable, by the LRA, by the SRA, and by the CRA under the circumstances and conditions as set forth in the applicable CP and the CPS.

Under specific circumstances, LuxTrust S.A. acting as TSP may request revocation to the CRA of any Certificate in accordance with the CPS. E.g. specific circumstances may be that a LuxTrust Certificate Subscriber appears in a Blacklist as defined by and in accordance with the PSF rules.

The CA revokes a Certificate immediately only upon revocation request coming from the CRA and having been approved by the CRA.

4.9.3 ***Procedure for revocation request***

The form and/or procedure to be used for applying for the (suspension, un-suspension or) revocation of a Certificate can be obtained from the LuxTrust SRA webpage available at the following URL: <https://sra.luxtrust.com>.

Applications and reports relating to a revocation are processed on receipt, are authenticated and are confirmed through the following process:

4.9.4 **Revocation of an existing LuxTrust Subscriber: process overview**

The revocation of a certificate may be requested using one of the following possibilities:

4.9.4.1.1 *eID device*

- a) **Condition:** The revocation requestor can be authenticated through personal identity documents such as ID card, passport, or any document that complies with.
- Process:** The revocation requestor may request a Certificate revocation in person at the RA defined in the Luxembourgish law [14] with and request a Certificate revocation. When the RA receives the request, it will register the details of the revocation requestor and authenticate the requestor through identity documents. The revocation requestor will need to fill a revocation request form and sign it.
- If the revocation requestor can be properly identified and the revocation request form is properly filled out and signed, the RA will revoke the Certificate.
 - If the revocation requestor cannot be properly identified or the revocation request form is not properly filled out or signed, the RA performs no change on the validity status of the Certificate.

4.9.4.1.2 *LuxTrust device*

- a) **Condition:** The requestor is still in possession of the certificate (and the related private key) to revoke and that certificate is still valid.
- Process:** The requestor can revoke the certificate 24/7 over the LuxTrust website under <https://revoke.luxtrust.com> for the available devices displayed under this link. The requestor must authenticate to the online revocation service using the certificate that is to be revoked. Additionally, the requestor must provide a valid revocation challenge (located on his LuxTrust Codes document) and sign the request with the certificate. Upon successful completion of the process, the revocation is executed immediately.
- b) **Condition:** The revocation requestor knows the personal information related to his certificate.
- Process:** The revocation requestor contacts LuxTrust SRA to revoke a Certificate. When the SRA 24/7 Hotline receives the request, it will register the details and authenticate the revocation requestor through the various personal data.
- If the personal secret information (personal data, question/answer, device ordering information, etc.) are correct, the SRA Hotline will revoke the Certificate.
 - If the personal secret information (personal data, question/answer, device ordering information, etc.) are not correct, the SRA performs no change on the validity status of the Certificate.
- c) **Condition:** The revocation requestor can be authenticated through personal identity documents such as ID card, passport, or any document that complies with.
- Process:** The revocation requestor may request a Certificate revocation in person at the RA (or CRA, or LRA) with and request a Certificate revocation. When the RA (or CRA, or LRA) receives the request, it will register the details of the revocation requestor and authenticate the requestor through identity documents. The revocation requestor will need to fill a revocation request form and sign it. The requestor may also download this request form from the LuxTrust website <https://sra.luxtrust.lu>.
- If the revocation requestor can be properly identified and the revocation request form is properly filled out and signed, the RA will revoke the Certificate.
 - If the revocation requestor cannot be properly identified or the revocation request form is not properly filled out or signed, the RA performs no change on the validity status of the Certificate.
- d) **Condition:** The revocation requestor has the "Professional Administrator" status.
- Process:** For professional devices, LuxTrust offers the option to order a PRO certificate with the subject title "Professional administrator". This type of device allows the device owner to manage (revoke or suspend) any professional certificate issued to the same company or institution. In order to have a third person's certificate revoked, the holder of a

"Professional administrator" certificate has to provide LuxTrust with a digitally signed document (e-mail, MS-Word, etc.), within which he indicates the references of the certificate to be suspended or revoked. LuxTrust will validate the request through the following:

- If requestors signature is valid;
- If the requestor does have the "Professional administrator" status;
- If the company or institution indicated in the requestors certificate does match the company or institution indicated in the certificate to be revoked.

Upon successful validation, the revocation request(s) is(are) executed.

Note: Un-suspension and suspension cases are detailed respectively in section 4.9.16 and 4.9.15 of the CPS).

In case of face-to-face registered certificates, if the revocation requestor:

- Is not the Certificate Subscriber or Subject (e.g., employer of the Subscriber, another company legal representative for a dismissed CEO, etc.) and
- Does not know the Subscriber's secret information (suspension/revocation password, challenge questions, ...) and
- Does not possess a valid LuxTrust signature Certificate certifying its power of representation versus the Subscriber Certificate to be revoked (in which case he can electronically sign an appropriate web-based form)

The revocation requestor must physically present himself to a LRA to proceed to the authentication of his request.

The revocation of a Certificate is definitive.

Note: For a revocation request, if the revocation requestor is requested to physically present himself to a LRA, any LRA approved by LuxTrust TSP may be used (according to the applicable CP), however,

- For pseudonym subscribers: Unless the pseudonym Subscriber proceeds through online revocation when this service is available for the concerned device, the revocation requestor must present himself to the original LRA where the Subscriber initially performed the registration. Only this LRA is able to link the physical person identity with the certified pseudonym.
- In case the selected LRA is not part of the same LRA network as the initial LRA and/or this LRA network do not allow affiliated LRAs to access to a digitalised version of the end-user registration file, the revocation requestor shall be required to perform a full validation of his request using a process that is similar to the initial enrolment (registration) process to provide all the required proofs or to present himself to the original LRA where the Subscriber initially performed the registration.

4.9.5 Revocation request grace period

LuxTrust S.A. acting as TSP performs revocation on a best effort basis, to ensure that the time needed to process the revocation request and to publish the revocation notification (updated CRL) is be as reduced as possible. The precise issuance time of the revocation data is specified in section 7 of the present document.

4.9.6 Time within which CA must process the revocation request

While an LRA opening hours are limited, the SRA Hotline and web-based interface are available for at least as prompt as possible suspension (prior revocation) requests 24 hours a day, 7 days a week. Upon authentication and validation of the request, the SRA Hotline requests revocations or suspensions via the CRA towards the CA.

In case suspension is requested as a prior step towards revocation, the SRA informs the CRA who will contact the Subscriber (or its LRAO in case of pseudonym Subscriber) to invite him to present himself at a LRA in order to proceed to the revocation of the suspended Certificate.

There is a maximum period of 24 hours between the receipt of a certificate revocation request and the publication of the revoked status of the corresponding certificate.

4.9.7 *Revocation checking requirement for Relying Parties*

Relying Parties must use online resources that the CA makes available through its repository to check the status of a Certificate before relying on it. The CA updates OSCP, CRLs and the Web based interface Certificate revocation status service accordingly.

OCSP reflects the revocation status information in real time.

On the other hand, it may be a delay between the revocation status information entered in the CRL and OSCP. The maximum delay is mentioned in the nextUpdate field of the CRL Profile.

4.9.8 *CRL issuance frequency / OSCP response validity period*

4.9.8.1 *CRLs*

A CRL is issued on a periodical basis at an agreed time. CRLs are signed and time-marked by the CA response. The validity period is defined in section 7 of the present CPS.

Every CRL is stored, archived and is available for retrieval for 10 years upon request. Recovery of CRLs older than 12 months may be subject to retrieval and administration fees as stated in section 9.1 of the CPS.

4.9.8.2 *OCSP*

OCSP service is available for certificate status validation. The fields "this update" and "next update" reflect the validity period of an OSCP (see section 7 of the CPS). Information regarding requests and responses is retained for a period of 10 years.

4.9.9 *Maximum latency for CRLs*

Not applicable.

4.9.10 *On-line revocation/status checking availability*

The CA makes available Certificate status checking services including CRLs, OSCP and appropriate web interfaces.

While the primary objective of the CA is to provide access to its public repositories free of charge, LuxTrust S.A. reserves the right to charge for publication services such as the publication of Certificate status information (e.g., high volume/bandwidth connections, third party databases, private directories, etc.) and/or to restrict access to value added Certificate status information services or restrict automated access to CRLs.

The CA makes available Certificate status checking services including CRLs, OSCP and appropriate web interfaces.

- CRLs are available from <http://crl.luxtrust.lu/>.
- OSCP service is available from <http://qca.ocsp.luxtrust.lu/>.
- Web interface for Certificate status checking services is available from <https://test.luxtrust.com> and allows a user to obtain status information regarding his own Certificate.

Certificate revocation status services are available 24 hours per day, 7 days per week. Outside system maintenance windows, system failure or other factors which are not under the control of the CA, the CA shall make best endeavours to ensure that the uptime of these services exceeds 99,0%.

4.9.10. a) Revocation status of an expired certificate

The revocation status of an expired certificate is available through the LuxTrust OCSP service.

4.9.11 On-line revocation checking requirements

See section 4.9.6 of the CPS.

4.9.12 Other forms of revocation advertisements available

Alternative, out-of-band, revocation advertisements available for the advertising of revocation, especially in case of revocation of the CA Signature Certificate are stipulated in the LuxTrust CPS (see section 5.7.3 of the CPS).

4.9.13 Special requirements regarding key compromise

Not applicable.

4.9.14 Circumstances for suspension

In case of LuxTrust (S)SCD Subscribers, that is Subscribers for which LuxTrust S.A. is providing the (S)SCD and is performing the key generation for the Subscribers, Certificates are generated in a suspended mode by the CA. This suspension notification is immediately available via the LuxTrust revocation status services. In order to collect his/her (S)SCD and to un-suspend his/her Certificates the LuxTrust Subscriber may be requested to present himself (herself) to the LRA where his/her identity will be checked prior to (S)SCD delivery and activation of Certificates. If the (S)SCD is sent to the Certificate Subscriber by postal mail, or in case of LuxTrust Signing Server Account users, the activation and testing of the Certificates can be performed online through <https://cmt.luxtrust.lu>. Initial suspension has a maximum duration of 60 days if the codes are received by paper for LuxTrust device and is not applicable for eID device and for signing servers products when the codes are sent by sms. In case no un-suspension occurs within this period, the initially suspended Certificate(s) are revoked automatically. Un-suspension procedure is described in section 4.9.16 of the CPS.

Otherwise, circumstances for suspension are limited to the occurring suspicion of any event that may lead to a revocation, such as specified in section 4.9.1 of the CPS.

4.9.15 Who can request suspension

Persons or entities who can request suspension are limited to the persons or entities who can request a revocation, as specified under section 4.9.2 of the CPS.

4.9.16 Procedure for suspension and un-suspension requests

The form and/or procedure to be used for applying for the suspension of a Certificate can be obtained from the LuxTrust SRA web pages available at: <https://sra.luxtrust.lu>.

Two types of suspensions are to be considered within LuxTrust;

- The initial suspension that is always performed by LuxTrust S.A. for the LuxTrust (S)SCD associated certificates, (certificates are kept suspended until hand-over of the (S)SCD to the Subscriber).
- Requested suspension by an authorised party (see also section 4.9.15).

4.9.17 Initial Suspension

4.9.17.1 LuxTrust device

The initial suspension leads to a **60 days** suspension period at a maximum if the codes are received by paper. Two cases are possible:

- a. The SSCD Subscriber activates his Certificates before the end of the 60 days period, and then the Certificates are un-suspended.
- b. If the Subscriber does not activate his Certificates before the end of the 60 days period, the Certificates are automatically revoked.

When the codes are sent by sms, for signing server products, the certificates are not revoked within 60 days if they are not activated.

4.9.17.1.2 *eID device*

The initial suspension leads to a maximum of **10 years** suspension period. Three cases are possible:

- a. The SSCD Subscriber Certificates is activated by the commune/embassy/centre when delivered to the citizen and before the end of the suspension period, and then the Certificates are un-suspended.
- b. The SSCD Subscriber Certificates is activated by the centre when the teenager becomes adult before the end of the suspension
- c. period, and then the Certificates are un-suspended.
- d. If the Subscriber does not activate his Certificates before the end of the suspension period, the Certificates are automatically revoked.

4.9.18 ***Suspension of an existing LuxTrust Certificate: process overview***

A requested suspension leads to a suspension period of

- 7 business days for eID device declared lost or stolen
- No period limit for eID device voluntarily suspended by the citizen otherwise than for loss or theft
- **30 days** for other LuxTrust devices.

The suspension requestor has two means to initiate the procedure:

a) **Contact the SRA Hotline:**

The suspension requestor contacts the SRA as indicated on <https://sra.luxtrust.lu> with the request to suspend a Certificate. When the SRA 24/7 Hotline receives the request, it will register the details of the suspension requestor and will validate his identity through his suspension/revocation password (Challenge).

- If the password (Challenge) is correct, the SRA Hotline will suspend the Certificate for the suspension period, and inform the LuxTrust CRA of the event.
- If password (Challenge) is incorrect, the SRA performs no change on the validity status of the Certificate but raises an "alarm" towards the CRA.

b) **SRA Website based procedure:**

The suspension requestor proceeds via web-site:

- The suspension requestor electronically signs a suspension form-based request. If the signature is validated, the certificate is promptly suspended for the suspension period and the SRA will inform the LuxTrust CRA of the event.
- The suspension requestor does not electronically sign his request, but provides a correct Suspension/Revocation Password (Challenge), then the certificate is promptly suspended by the SRA for the suspension period and the SRA will inform the LuxTrust CRA of the event.
- If the password (Challenge) or the electronic signature is incorrect or cannot be validated, the SRA performs no change on the validity status of the Certificate but raises an "alarm" towards the CRA.

For both a) and b) cases, LuxTrust CRA may inform the suspension requestor and the Subscriber that within the suspension period the Certificate can either be un-suspended or revoked before automatic revocation at expiration of the suspension period. For this purpose the requestor or the Subscriber must either send a un-suspension or revocation confirmation to the CRA (in case of remotely registered Certificate), or go to an LRA and proceed to a full validation of the request (for face-to-face registered Certificate):

- When no valid un-suspension is performed within the suspension period, the Certificate is automatically revoked.
- When an authorised requestor presents himself at a LRA or when a valid un-suspension / revocation confirmation is sent to the CRA, before the end of the suspension period:
 - If the authorised requestor requests the un-suspension (respectively the revocation) of the Certificate, then, once the authorised requestor and his/her request are authenticated and validated, the un-suspension (respectively revocation) request is sent to the CA through/by the CRA.
 - If the claimed authorised requestor is not correctly authenticated at the LRA, the LRA/CRA, no change on the validity status of the Certificate is done but an “alarm” is raised towards/by the CRA.

When the suspension requestor is or is not the Certificate Subscriber or Subject (e.g., employer of the Subscriber, another company legal representative for a dismissed CEO, etc.) and does not know the Subscriber's Suspension/Revocation Password and does not possess a valid LuxTrust signature Certificate certifying its power of representation versus the Subscriber or Subject Certificate to be revoked (in which case he can electronically sign an appropriate web-based form):

- Face-to-face registered Certificates: the suspension requestor must present himself to an LRA to proceed to the authentication of his request,
- Remotely registered Certificates: the suspension requestor must mail by post to the CRA the same documents and authentication proofs as for the initial registration (see applicable CP).

4.9.19 ***Un-suspension of a suspended existing face-to-face registered Certificate: process overview***

1. The un-suspension requestor may present him(her)-self to an LRA to proceed to confirmation of his/her un-suspension request within the suspension period. Assuming that the concerned Certificate is not a pseudonym Certificate, the requestor may choose any LRA approved by LuxTrust TSP, otherwise the requestor must go to the LRA that has proceeded to the initial registration. For both pseudonym and non-pseudonym Certificates, un-suspension may also occur through the Website based procedure.
2. The LRAO fully identifies and authenticates the requestor and fully validates the un-suspension request (as for initial registration).
3. Once the request is validated and if the requestor confirms at LRAO that (s)he wants to un-suspend the certificate, the LRAO sends the un-suspension validated request to the CRA (using LRA software).
4. The CRA then transmits the un-suspension request to the CA for immediate treatment.

4.9.20 ***Un-suspension of an existing remotely registered subscriber certificate: process overview***

1. The un-suspension requestor must proceed to confirmation of his/her un-suspension request within the suspension period.
2. The CRAO fully identifies and authenticates the requestor and fully validates the un-suspension request (as for initial registration).
3. Once the request is validated and if the requestor confirms that (s)he wants to un-suspend the Certificate, CRA then transmits the un-suspension request to the CA for prompt treatment.

To un-suspend his/her remotely registered certificate after previous suspension, the un-suspension requestor must provide the CRA Officer with an un-suspension request confirmation. This confirmation consists in:

- If the requestor is the Subscriber or an Administrator or Legal representative of the organisation or company having subscribed for the certificate, a copy recto-verso of the requestor identity card or passport or Luxembourg residency card is sufficient since the CRA is able to establish the authenticity of the request and in particular the non-ambiguous link between the requestor and the organisation or company thanks to the registration file, provided it corresponds to the persons authenticated in the initial registration file.
- If the requestor is not the Subscriber nor an Administrator or Legal representative of the organisation or company owning the certificate, a full validation of his request using a process that is similar to the initial enrolment (registration) process to provide all the required proofs; all the document required for the registration process are required in order to enable the CRA to establish the non-ambiguous link between the requestor and the organisation or company.

This confirmation can be sent per fax and/or per postal mail to the LuxTrust CRA. When no valid un-suspension is performed within the suspension period, the certificate is automatically revoked.

When the un-suspension requestor is or is not the Certificate Subscriber or Subject (e.g., employer of the Subscriber, another company legal representative for a dismissed CEO, etc.) and does not know the Subscriber's Suspension/Revocation Password and does not possess a valid LuxTrust signature Certificate certifying its power of representation versus the Subscriber or Subject Certificate to be un-suspended (in which case he can electronically sign an appropriate web-based form), the un-suspension requestor must present himself to a LRA to proceed to the authentication of his request or the un-suspension requestor must mail by post to the CRA the same documents and authentication proofs as for the initial registration (see applicable CP).

4.9.21 *Limits on suspension period*

In case of (S)SCD Subscribers, the certificates are generated in a suspended mode by the LuxTrust CA (Factory) (cf. 4.9.17). This initial suspension is set for a maximum period of 60 days if the codes are received by paper for LuxTrust devices (not applicable for eID device and for signing server products when the codes are sent by sms); afterwards if not correctly un-suspended the Certificates are revoked.

When otherwise than initially suspended, the Certificate is suspended for a suspension period as defined in 4.9.18. After this period, unless the Certificate has been validly requested to be un-suspended, the Certificate is automatically revoked.

4.10 Certificate status services

4.10.1 *Operational characteristics*

See section 4.9.7 of the CPS.

4.10.2 *Service availability*

See section 4.9.9 of the CPS.

4.10.3 *Optional features*

Not applicable.

4.11 End of subscription

Subscription termination is subject to appropriate clause within the Subscriber Agreement (e.g., in the General Terms and Conditions). End of subscription is materialised by the expiration or the revocation of the Certificate while the other Certification services are still available to the Subscriber as it is for any Relying Party.

4.12 Key escrow and recovery

LuxTrust S.A. does **not** perform backup of subscriber secret keys except for the purpose of Signing Server Account disaster recovery.

5 FACILITY, MANAGEMENT, AND OPERATIONAL CONTROLS

The management, operational, procedural, personnel and physical (non-technical security) controls that are used by LuxTrust S.A. with regards to its qualified CAs and the other PKI Participants other than Subscribers and Relying Parties to securely perform the functions of key generation, subject authentication, certificate issuance, certificate revocation, , auditing and archiving are compliant with the following technical standards:

- ETSI EN 319 411-1 Policy and security requirements for Trust Service Providers issuing certificates; Part 1: General Requirements [18]
- ETSI EN 319 411-2 Policy and security requirements for Trust Service Providers issuing certificates; Part 2: Requirements for trust service providers issuing EU qualified certificates [17]
- ETSI EN 319 421 Policy and Security Requirements for Trust Service Providers issuing Time-Stamps [19]

These controls are further described and ruled by the next sub-sections.

LuxTrust S.A. carries out a risk assessment to evaluate business risks and determine the necessary security requirements and operational procedures. This risk analysis performed with the full support and collaboration of all component services providers and is regularly reviewed and revised if necessary. This risk analysis is available as an internal document at LuxTrust S.A..

LuxTrust S.A., acting as TSP including activities , provides direction on information security through its CSP Board, responsible for defining the TSP's information security policy and ensuring publication and communication of the policy to all personnel who are impacted by the policy.

This information security policy is implemented with the full support and collaboration of all component services providers and is regularly reviewed and revised if necessary. Appropriate systems, infrastructures and measures for quality and information security management are implemented and maintained at all times. Any changes that would impact on the level of security provided must be approved by LuxTrust S.A. through its LuxTrust CSP Board. The LuxTrust information security policy as well as documentation on security controls and operating procedures are available as separate and internal documents at LuxTrust S.A..

LuxTrust S.A., acting as TSP, ensures implementation and maintains appropriate level of protection to its assets and information systems. For this purpose LuxTrust S.A. maintains an inventory of all information assets and assigns a classification for the protection requirements to those assets consistent with the risk analysis.

LuxTrust information security management is guided by and compliant with ISO /IEC 27002. ⁵

5.1 Physical controls

LuxTrust S.A. acting as TSP implements and ensures implementation of physical security controls on all sites and premises, either own, leased or rented, that are used to support its certification services. Controls are implemented to avoid loss, damage or compromise of assets and interruption to business activities, and to avoid compromise or theft of information and information processing facilities.

Detailed descriptions of the secure sites and premises that are used by LuxTrust S.A. to provide certification services, as well as Access Control Security Policies are available in LuxTrust S.A. internal documents.

5.1.1 **Site location and construction**

Several secure premises are used according to the type of component service that is used as part of the provision of LuxTrust certification services. All these premises are protected through numbered zones and locked rooms, cages, safes, and cabinets. The following types of secure sites are identified:

- **Highly secure areas for high-security operations:** These highly secure areas are used to operate software/hardware used by component services like Certificate Generation Services (CA Factory), Dissemination (Publication) and Repository Services, (S)SCD Provisioning Services, Certificate Revocation Status Services .
- **Highly secure areas for disaster recovery of critical services:** These highly secure areas are equipped and maintained in order to ensure disaster recovery of the LuxTrust PKI and certification services according to section 5.7 of the CPS.
- **Highly secure areas for LuxTrust PKI Central Operations Management:** In these highly secure areas resides the operations management of the Central Registration Services (CRA(O)), Suspension & Revocation Services (SRA(O)).
- **Secure areas for Local Registration Authorities:** LRA(O)s operate in areas equipped to meet the requirements laid down in section 4.1.2.3 of the CPS and benefit from appropriate physical security measures.

5.1.2 **Physical access**

Physical access is restricted by implementing mechanisms to control access from one area of the facility to another or access into high-security zones, such as locating TSP operations in a secure computer room physically monitored and supported by security alarms and requiring movement from zone to zone to be accomplished using a token, and/or biometric readers and access control lists.

The secure areas on LuxTrust secure sites and premises are regularly inspected to verify that access control systems are always operational and running. Intrusion detection, monitoring and logging systems shall also be implemented in all sites for all secure areas.

Highly secure areas on LuxTrust sites and premises are protected against unauthorised access by at least three (3) perimeters protections, allowing access for only one person at a time and/or under dual control. Other secure areas are protected against unauthorised access by at least two (2) perimeters protections.

Strict access control is enforced to all secure areas. Access to the secure areas is limited to authorised personnel listed on an access list, which is subject to audit and control.

5.1.3 **Power and air conditioning**

Power and air conditioning operate with a high degree of redundancy in highly secure areas.

5.1.4 **Water exposures**

Secure areas are protected from any water exposures.

5.1.5 **Fire prevention and protection**

Secure areas benefit from appropriate prevention and protection measures against fire exposures.

5.1.6 **Media storage**

Media are stored securely. Backup media are securely stored in a separate location from the original media location. All media storage areas are protected from fire and water exposure and damages according to internal CA risk analysis.

5.1.7 **Waste disposal**

Waste disposal is securely implemented in order to prevent unauthorised disclosure of sensitive data. Cleaning operations, as well as other types of operations not directly linked to the certification or time stamping (component) services operations, are be strictly monitored and implemented in order to prevent unauthorised actions and/or disclosure of sensitive data.

5.1.8 **Off-site backup**

Backup media are securely stored in a separate location from the original media location and are protected against fire and water exposure. LuxTrust S.A., acting as TSP, implements the necessary measures to ensure a full and automatic recovery of its services in case of a disaster, corrupted servers, software or data. Backup and Disaster recovery sites are located in separate premises sufficiently distant from the primary locations and benefit from equivalent security measures. See section 5.7 of the CPS for further details on recovery procedures.

5.2 **Procedural controls**

The TSP for both CA activities ensures that CA systems are secure and correctly operated with minimal risk of failure in strict compliance with technical standards EN 319 411-1 [18] EN 319 411-2 [17] and EN 319 421 [19] when this latter document imposes higher requirements, and in particular for operations management, system access management, trustworthy systems deployment and maintenance, business continuity management and incident handling.

5.2.1 **Trusted Roles**

All members of the personnel staff that involved for the provision of the LuxTrust certification and time stamping services are either employees of LuxTrust S.A. or authorised and qualified personnel of sub-contracting entities providing sub-contracted certification and/or time stamping component services.

All members are subject to personnel and management practices that LuxTrust S.A. follows to provide reasonable assurance of the trustworthiness and competence of the staff members within the fields of electronic signature-related technologies and time stamping related technologies.

LuxTrust S.A. acting as TSP obtains a signed statement from each member of the staff on not having conflicting interests with the TSP, maintaining confidentiality and protecting personal data.

All members of the staff operating certificate, key management operations (including (S)SCD devices provisioning), acting as officers of either Local Registration Authorities, Central Registration Authorities, Suspension/Revocation Authorities, security officers, system operators, system administrators, quality control manager and system auditors or any other operations that materially affect such operations, and members of the LuxTrust CSP Board are considered as serving in a trusted position.

LuxTrust S.A. acting as TSP ensures that:

- All tasks, roles and responsibilities with respect to the LuxTrust certification and time stamping services are:
 - Described in job descriptions and made available to the concerned personnel. These job descriptions are defined from the view point of segregation of duties and least privileges, determining position sensitivity based on the duties and access levels, background screening and employee training and awareness, and differentiating between general functions and CA specific functions.
 - Allocated to the system of the TSP and/or to the member of the staff according to its trusted role.
- All actions with respect to the LuxTrust certification and time stamping services can be attributed to the system of the TSP and/or to the member of the staff that has performed the action.
- Personnel shall exercise administrative and management procedures and processes that are in line with the LuxTrust information security management procedures (see introduction of section 5 of the CPS).
- Trusted or management roles are formally appointed to trusted roles by senior management responsible for security and are not appointed to any person who is known to have a conviction for a serious crime or other offense which affects his/her suitability for the position and/or until necessary checks are completed.
- Appointment to trusted roles is such that the possibility of fraud is minimised.
- Managerial personnel possess expertise in the electronic signature, time stamping technology, mechanisms for calibration or synchronisation the TSU clocks with UTC, in risk assessment and information security as well as possess familiarity with security procedures for personnel with security responsibilities.
- CA personnel are formally appointed to trusted roles by senior management responsible for security.

5.2.2 *Number of persons required per task*

Where dual control is required at least two trusted staff members need their respective and split knowledge in order to be able to proceed with the on-going operation.

For tasks related to critical CA functions such as but not limited to key management and in particular CA key generation, more than two persons are required (see section 6) for extended security and control reasons.

5.2.3 *Identification and authentication for each role*

Each member of the personnel staff is issued a LuxTrust credential (e.g., a LuxTrust Smart Card with LuxTrust NCP+ certificates as a minimum) in order to ensure proper identification and authentication prior being allowed to perform any trusted action.

As stated in section 5.2.1, LuxTrust S.A. acting as TSP ensures that all actions with respect to the LuxTrust certifications services can be attributed to the system of the TSP and/or to the member of the staff that has performed the action.

5.2.4 *Roles requiring separation of duties*

All audit and/or control roles are performed with regards to the separation of duties versus the audited and/or controlled role.

Personnel exercising tasks, roles and responsibilities with regards to the provisioning of Signing Server services are independent, different and separated from the personnel exercising tasks, roles and responsibilities with regards to the provisioning of Signing Server Authentication services. See section 1.3.5.2 of the CPS.

5.3 Personnel controls

Personnel security controls are documented in a policy and include the topics covered by the next sub-sections.

5.3.1 *Qualifications, experience, and clearance requirements*

Managerial personnel possess expertise and training in electronic signature technology and familiarity with security procedures for personnel with security responsibilities and experience with information security and risk assessment sufficient to carry out management functions.

LuxTrust S.A. ensures that all members of the personnel staff that are involved for the provision of the LuxTrust certification and time stamping services whether employees of LuxTrust S.A. or authorised and qualified personnel of sub-contracting entities providing sub-contracted certification and/or time stamping component services are checked regarding qualifications, expert knowledge, experiences and clearance needed and as appropriate to fill trusted roles and to perform the related specific job function. Such checks are specifically directed towards:

- Misrepresentations by the candidate;
- Appropriateness of validated references;
- Any clearance as deemed appropriate.

5.3.2 *Background check procedures*

LuxTrust S.A. acting as TSP makes or ensures that the relevant checks are performed to prospective personnel by means of status reports issued by a competent authority, third-party statements or signed self-declarations.

5.3.3 *Training requirements*

LuxTrust S.A. acting as TSP makes or ensures that the relevant trainings are provided to members of the LuxTrust personnel staff to carry out their specific job functions related to the provision of the LuxTrust certification and/or time stamping (component) services.

5.3.4 *Re-training frequency and requirements*

After completion of initial training, periodic (at least yearly) training updates are performed to all categories of members of LuxTrust personnel staff to establish continuity and updates in the knowledge of the personnel and in procedures.

5.3.5 *Job rotation frequency and sequence*

Not applicable.

5.3.6 *Sanction for unauthorised actions*

LuxTrust S.A. acting as TSP sanctions or ensures that relevant sanctions are provided to members of the LuxTrust personnel staff for policies or procedures violations, unauthorised actions, unauthorised use of authority and unauthorised use of systems for the purpose of imposing accountability on the TSP personnel, as it may be appropriate under the circumstances. This may include among others revocation of privileges, administrative discipline and/or criminal pursuit.

5.3.7 *Independent contractor requirements*

Independent LuxTrust S.A. subcontractors and their personnel are subject to the same background checks as the TSP personnel.

5.3.8 *Additional requirements on LuxTrust S.A. sub-contractors*

Selected LuxTrust S.A. sub-contractors for provision of some LuxTrust certification and time stamping component services must provide proof of their PSF status (PSF: Professionnel du Secteur Financier – Financial Sector Professional as defined by the Grand Duchy of Luxembourg Law).

Since the Validation Services are to be provided by the CA Factory Services Provider for security reasons, the CA Factory Services Provider must have the "PSF – Agent administratif" status.

5.3.9 **Documentation supplied to personnel**

LuxTrust S.A. acting as TSP makes the relevant documentation or ensures that the relevant documentation is provided to members of the LuxTrust personnel staff to carry out their specific job functions related to the provision of the LuxTrust certification and/or time stamping (component) services. Documentation distribution shall occur during initial training, re-training and whenever otherwise appropriate.

5.4 **Audit logging procedures**

5.4.1 **Type of events recorded**

Audit logging procedures include event logging and systems auditing, implemented for the purpose of maintaining a secure environment. LuxTrust S.A. acting as TSP implements or ensures the following controls being implemented:

- All events relating to the life-cycle of CA keys are recorded;
- The LuxTrust CAs' event logging systems record events related to certificate lifecycle operations including but not limited to:
 - Subject key generation;
 - Preparation of (S)SCDs;
 - Issuance of a certificate;
 - Revocation of a certificate;
 - Suspension of a certificate;
 - Automatic revocation;
 - Publishing of a CRL;
- All other LuxTrust certification services are equipped with event logging systems that record events related to any operation performed on behalf of the component services. Note for the LRA component service, this include but is not limited to registration information including but not limited to certificate application information provided by Subscribers.
- LuxTrust S.A. acting as TSP audits all event-logging records. Audit trail records contain:
 - The identification of the operation;
 - The date and time of the operation;
 - The identification of the Certificate, involved in the operation;
 - The identity of the transaction requestor.
- In addition, LuxTrust S.A. acting as TSP maintains or ensures maintenance of internal logs and audit trails of relevant operational events in the whole infrastructure whatever the component service, including, but not limited to:
 - Start and stop of servers;
 - Outages and major problems;
 - Physical access of personnel and other persons to sensitive parts of any secure site or area;
 - Back-up and restore;
 - Report of disaster recovery tests;
 - Audit inspections;
 - Upgrades and changes to systems, software and infrastructure;
 - Security intrusions and attempts at intrusion.

Other documents that are required for audits include:

- Infrastructure plans and descriptions;
- Physical site plans (including but not limited to secure areas) and descriptions;
- Configuration of hardware and software;
- Personnel access control lists.

LuxTrust S.A. acting as TSP ensures that the precise time all events, records and documents listed above are recorded. The precise time of significant CA environmental, key management and certificate management events are supported by LuxTrust S.A. Time-Stamping services.

LuxTrust S.A. acting as TSP ensures that designated personnel reviews log files at regular intervals and detects and reports anomalous events. Log files and audit trails are archived for inspection by the authorised personnel of LuxTrust S.A., of the CA Factory services provider, of the LRAs and designated auditors as described in internal documents.

Auditing events are not given log notice.

5.4.2 *Frequency of processing log*

Audit logs are processed continuously and/or following any alarm or anomalous event. Audit logs are archived continuously.

5.4.3 *Retention period for audit log*

Audit log are kept for a minimum of 10 years.

5.4.4 *Protection of audit log*

The log files are properly protected by an access control mechanism. Only authorised auditors can have access to audit logs. Appropriate protection against modification and deletion of the audit logs is implemented such that no one may modify or delete audit records except for transfer to long term media for archiving purposes.

5.4.5 *Audit log backup procedures*

Log files and audit trails are backed up according to internal procedures.

5.4.6 *Audit collection system (internal vs. external)*

Audit systems are an integral part of the CA respectively of the LuxTrust registration platform.

5.4.7 *Notification to event-causing subject*

If required, LuxTrust notifies the originator of the audit event.

5.4.8 *Vulnerability assessment*

Vulnerability assessment related to the audit log systems is part of the risk analysis carried out by LuxTrust S.A. and available as a separate internal and confidential document.

5.5 Records Archival

5.5.1 *Type of records archived*

LuxTrust S.A. acting as TSP keeps internal records or ensures the archival, in a trustworthy manner, of the following items:

- All certificates for a period of a minimum of 10 years after the expiration of that certificate;
- Audit trails on the issuance of certificates for a period of a minimum of 10 years after issuance of a certificate;
- Audit trail of the revocation of a certificate for a period of a minimum of 10 years after revocation of a certificate;
- Registration related information combined by LRAO once registration of a Subscriber is performed (including certificate re-key). LRAO securely stores and archives the Subscriber's application related information in an appropriate secure location according to the requirements laid down in relevant sections of the CPS and the applicable CP. This archiving is done on paper-based and/or electronically collected information for a minimum of 10 years following registration.
- CRLs for a minimum of 10 years after publishing;
- The very last back up of a CA archive for 10 years following the issuance of the last certificate by this CA;

LuxTrust S.A. acting as TSP keep archives or ensure that archives are kept in a retrievable format.

Archives are accessible to the authorised personnel of LuxTrust S.A., of the CA Factory services provider, of the LRAs and designated auditors as described in internal documents.

Archives are made available to provide evidence of the correct operation of the services for the purpose of legal proceedings.

5.5.2 *Retention period for archive*

See section 5.5.1.

5.5.3 *Protection of archive*

LuxTrust S.A. acting as TSP ensures:

- implementation of proper copy mechanisms to prevent data loss or data access loss over time and,
- that the confidentiality and integrity of the archive and its physical storage media is maintained during its retention period, and
- that records concerning certificates are completely and confidentially archived in accordance with the CPS.

Archives are accessible to the authorised personnel of LuxTrust S.A., of the CA Factory services provider, of the LRAs and designated auditors as described in internal documents.

5.5.4 *Archive backup procedures*

See section 5.5.3.

5.5.5 *Requirements for time-stamping of records*

LuxTrust S.A. acting as TSP ensures that the precise time of archiving all events, records and documents listed in section 5.4 and 5.5 is recorded. This is accomplished through accurate NTP synchronization of all systems.

5.5.6 *Archive collection system*

Archive collection systems are internal to the component service or legal entity operating the component service.

5.5.7 *Procedure to obtain and verify archive information*

Archives are accessible to the authorised personnel of LuxTrust S.A., of the CA Factory services provider, of the LRAs and designated auditors as described in internal documents. Records are retained in electronic or in paper-based format.

The Certificate Subject, and within the constraints of data protection requirements the Subscriber, may access to related registration records and other information relating to the Certificate Subject.

5.6 Key changeover

The CA parameters are set so that the expiry date of an end entity certificate does not exceed the expiry date of the issuing CA.

5.7 Compromise and disaster recovery

5.7.1 *Incident and compromise handling procedures*

The applicable and appropriate incident and/or compromise reporting and handling procedures, disaster recovery procedures and Business Continuity Plan have been established and are available as a separate internal document. All such procedures are compliant against ISO/IEC 27001 and ISO/IEC 27002 standard.

All incident and/or compromise events are documented and any associated records are archived as described in section 5.5 of the CPS.

5.7.2 ***Computing resources, software, and/or data are corrupted***

LuxTrust S.A. acting as TSP, as supported in its tasks by the CA Factory Services provider for operating the LuxTrust CAs, and by all other PKI Participants (other than Subscribers and Relying Parties), establishes the necessary measures to ensure full and highly automated recovery of the LuxTrust certification and time stamping services in case of a disaster, corrupted servers, software or data. Any such measures are compliant against the ISO/IEC 27002 standard.

Disaster recovery resources are established at sufficient distance from the original resources to avoid that a disaster would corrupt resources at both sites. Sufficiently fast communications are established between original and remote sites to ensure data integrity. Secured communications infrastructures are established from both sites to the RAs, the Internet, the certificate revocation status and repository services.

Disaster recovery infrastructure and procedures are fully tested at least once a year with witnessing of at least one member of the LuxTrust who provides his report to the CSP Board.

5.7.3 ***Entity private key compromise procedures***

Compromise of the CA private key(s) or of the associated activation data implies immediate revocation of the certificate of the compromised key(s).

The CA, i.e., LuxTrust S.A. acting as TSP, will additionally take the following measures:

- Notify all Certification Authorities with whom it is cross-certified
- Notify all other PKI Participants
- Notify the public at large through several channels, including a message on the LuxTrust repository and web site, a press release in the Grand Duchy of Luxembourg,
- List the certificate of the corrupted CA in CRLs (ARLs),
- Update this certificate status in the Web interface service,
- Revoke all the certificates signed by the corrupted CA,
- LuxTrust S.A. acting as TSP may generate a new key pair and associated certificate for the CA, and re-issue all issued certificates that were revoked as a consequence of the CA corruption. This process is to be followed only after the following conditions:
 - assessing the reasons for corruption of the CA private key
 - revocation of the CA certificate,
 - having taken all the necessary measures to avoid the cause of revocation in the future,
 - decision from LuxTrust CSP Board,

Compromise of private key(s), or of the private keys associated activation data, of other entities (including Subscribers) leads to immediate revocation of the certificates associated to the compromised key(s). These entities are (contractually) bound to notify LuxTrust S.A. acting as TSP with regards to the issuing CA of any (suspicion of) such compromise of their private key(s) or of the associated activation data. See the applicable sections of the CPS and of the applicable CP for further details on PKI Participants obligations in that matter.

The previous paragraph is also applicable in case PKI algorithms or associated parameters become insufficient for its remaining intended usage.

5.7.4 ***Business continuity capabilities after a disaster***

LuxTrust S.A. acting as TSP establishes the necessary measures to ensure full and highly automated recovery of the LuxTrust certification and time stamping services in case of a disaster, corrupted servers, software or data. Any such measures are compliant against the ISO/IEC 27002 standard.

A Business Continuity Plan has been implemented to ensure business continuity following a natural or other disaster and is available as a separate internal document.

5.8 CA, RA termination

LuxTrust S.A. acting as TSP ensures that potential disruptions to Subscribers and Relying Parties are minimised as a result of one of the following:

- the termination of one of the LuxTrust CA's services,
- the termination of one of the LuxTrust LRA networks or more,
- the termination of the LuxTrust certification services (including all CAs and all RAs services)

In all these cases LuxTrust S.A. guarantees continued maintenance of records required to provide evidence of certification for the purposes of legal proceedings.

LuxTrust S.A. acting as TSP complies with the Luxembourg Law of 17/07/2020 on electronic commerce as amended [8] to the extent of the applicable provisions.

In particular:

- Before LuxTrust S.A. terminates (one of) its services the following procedures will be executed as a minimum:
 - o LuxTrust S.A. will inform within a reasonable delay the following of the termination:
 - The Grand Duchy of Luxembourg National Authority of Accreditation and Supervision as defined by the Luxembourg Law of 17/07/2020 on electronic commerce as amended [8];
 - All Subscribers and other entities with which LuxTrust S.A. has agreements or other form of established relations, among which Relying Parties and other CAs or TSPs;
 - In addition, this information will be made available to other relying parties;
 - o LuxTrust S.A. will terminate all authorisations of sub-contractors to act on behalf of the terminated service (CA, RA) in the performance of any functions related to the process of issuing certificates.
 - o LuxTrust will issue a last CRL with the next Update field set according to IETF RFC 5280.
- LuxTrust S.A. may take the necessary undertakings to transfer part or the entirety of its activities towards a (certification) service provider having the same accreditation as LuxTrust S.A. if any. The transfer (if any) of the impacted certificates will be operated under the following conditions:
 - o LuxTrust S.A. informs every Subscriber (and/or Subject) whose certificate is still valid that it is willing to transfer the certificate to another TSP at least one (1) month before the effective transfer;
 - o LuxTrust S.A. indicates the identity of the TSP to which the transfer is envisaged;
 - o LuxTrust S.A. indicates to every Subscriber (and/or Subject) whose certificate is still valid his/her faculty of refusing the envisaged transfer within fifteen (15) days following the notification in written to the contact coordinates indicated in the notification. Without express indication by the Subscriber (and/or Subject) of his/her transfer acceptance within this period, his/her certificate shall be revoked.
 - o LuxTrust S.A. acting as TSP, shall destroy, or withdraw from use, its private keys related to the terminated certification (component) services, as described in section 6.2.18 of the CPS.
- In case LuxTrust S.A. will terminate its activities without a transfer of part or the entirety of its activities, LuxTrust S.A. will revoke the impacted certificates one (1) month after having notified Subscribers and/or Subjects. LuxTrust S.A. will perform necessary undertakings to transfer obligations for maintaining registration information, and event log archives, including revocation status information, for their respective period of time as indicated to the Subscriber and Relying Parties (see applicable sections of the CPS).
- In conformity with Law 17/07/2020, LuxTrust S.A. will inform users of the change of status in the Trusted List of its qualified trust services within seven (7) days of the effective date of the change of status [8].

LuxTrust S.A. has arrangements to cover the costs to fulfil these minimum requirements in case it becomes bankrupt or for other reasons is unable to cover the costs by itself, as far as possible within the constraints of applicable legislation regarding bankruptcy.

6 TECHNICAL SECURITY CONTROLS

The security measures taken by LuxTrust S.A. with regards to its CAs to protect CAs cryptographic key and activation data, the constraints on repositories, subject CAs, and other PKI Participants, to protect their Private Keys, activation data for their Private Keys, and critical security parameters, ensuring secure key management, and other technical security controls used by LuxTrust S.A. to perform securely the functions of key generation, user authentication, Certificate registration, Certificate revocation, auditing, archiving, and other technical security controls on PKI Participants are compliant with the following technical standards:

- ETSI EN 319 411-1 [18]
- ETSI EN 319 411-2 [17]
- ETSI EN 319 421 [19]

These controls are further described and ruled by the following sub-sections.

As a general requirement, all communications between PKI Participants involved in the LuxTrust PKI services provision are (electronically) signed and protected against unauthorised disclosure (e.g., encrypted). When implemented, encryption will not depend on PKI Participants decryption keys but shall combine appropriate encryption and access control mechanisms to avoid usage of any key escrow mechanism.

6.1 Key pair generation and installation

Key pair generation and installation is considered for the relevant PKI Participants, which are the issuing CA (including the LuxTrust Global Qualified CA), (S)SCD services providers, repositories, RAs, SRAs, and Subscribers.

6.1.1 Key pair generation

6.1.1.1 LuxTrust CA Key pair generation and installation

6.1.1.1.1 LuxTrust CA Key generation process

LuxTrust S.A. acting as TSP, through the support of the CA Factory services provider, uses a trustworthy process and systems for the generation of its LuxTrust Global Qualified CA private keys (and certificates) according to a documented internal procedure.

The secret shares of these private keys are distributed amongst authorised secret-shareholders under the authority of the TSP according to a documented procedure. The TSP (and the CAs) acknowledges public, international and European standards on trustworthy systems.

LuxTrust S.A. acting as TSP ensures that CAs private keys are securely generated, used and protected, using a trustworthy system, and that the necessary measures are taken to prevent their compromise or unauthorised usage. The CAs key management (including but not limited to generation, usage, and dismissal) is implemented and documented in line with the LuxTrust CPS. These documented procedures shall meet the requirements as laid down in the technical standard ETSI, EN 319 411 1 [18] and 2 [17] for the respective CAs.

CAs key pair (and certificates) generation and installation procedure, CAs Key Ceremony, involve several trusted personnel among which:

- at least three (3) trusted and appropriately authorised operatives including more than one (1) appropriately authorised member of CA Factory staff serving in trustworthy positions,
- at least one (1) representative of LuxTrust TSP,
- a Master of Key Ceremony, and
- at least two independent and external auditors.

This process is witnessed by LuxTrust TSP representative(s) to ensure confidence in the proper and secure execution of the CAs Key generation procedure.

At least three trusted operatives participate in all operations required in preparation of and subsequent to the CAs Key generation ceremony. More than one member of the LuxTrust CSP Board makes authorisation of key generation in writing in accordance to the decision rules in force within the LuxTrust CSP Board.

The CA key pair certificate requests are made available (under standard format) to LuxTrust S.A. and are protected by appropriate measures to prevent unauthorised usage. More than one member of the LuxTrust CSP Board makes authorisation of CA key pair certificate requests in writing in accordance to the decision rules in force within the LuxTrust CSP Board.

6.1.1.1.2 *LuxTrust CA Key generation devices and key storage*

The generation and storage of CA private keys of the LuxTrust CAs occurs within a Qualified Electronic Signature Creation Device (QSCD) meeting appropriate requirements as set forth in section 6.2.1 of the CPS (for CA secure cryptographic devices requirements).

Such secure CA cryptographic devices is prepared, distributed and managed in compliance with the technical standard ETSI EN 319 411-2 [17].

The storage of the private key of the CA requires multiple controls by appropriately authorised members of the CA Factory staff serving in trustworthy positions. More than one member of the LuxTrust CSP (Board) makes authorisation of key storage and of assigned personnel in writing.

6.1.1.1.3 *LuxTrust CA Key pair re-generation and re-installation*

In case of LuxTrust CAs key pair re-generation and re-installation, when replacing private keys by new ones, LuxTrust S.A. ensures that exactly the same procedure as for initial key generation is used. Appropriate measures are taken to communicate the end of CA key life cycle and replacement to Subscribers and Relying Parties, also taking into account statements made in the section 6.1.4 of the CPS.

At the end of their lifetime, the CA private keys that have been used in the past must be decommissioned and destroyed as well as the active tamper resistant devices and as well as all back-up copies of past private keys in accordance with section 6.2.10.

Similar rules apply for re-generation and key usage periods for LuxTrust Qualified CAs (LTQCA) for issuing LuxTrust Qualified Certificates.

6.1.1.2 **LuxTrust RA Key pair generation and installation**

When not specified in the following text, "RA" shall collectively designate the CRA, SRA, LRA and their respective Officers, "CRA" shall collectively designate CRAs and their respective Officers, and similarly for "LRA".

6.1.1.2.1 *LuxTrust RA Key generation process*

RAOs (either CRAOs or LRAOs) key generation follow the same process as for LuxTrust Subscriber initial identification and authentication process with the following identified differences:

- Delivery of LuxTrust Smart Cards exclusively (thus no LuxTrust Signing Server Account),
- The Local Registration Authority (Officers) that (who) is in charge of RAOs registration is the authorised members of the *LuxTrust RA Network Coordination Cell* acting as Chief LRAOs,
- The Certificate policy is the same but with a specific OID for identification of RAO certificates as well as for clear segregation of duties and access rights to certificate type generation process in RAO software.

When RAs entities are not identified (and authenticated) as Officers (human being) but as hardware used in connection with an automated process or server, keys are protected with HSMs complying with requirements as described in section 6.2.1 of the CPS.

Such entities are registered as for CA entities and the RA HSM devices are prepared, distributed and managed in compliance with the technical standard ETSI EN 319 411-2 [17] .

6.1.1.2.2 *LuxTrust RA Key generation devices and key storage*

The generation and storage of RA private keys of the LuxTrust RAs occurs within a secure cryptographic device meeting appropriate security requirements as applicable in the relevant CP. Such devices meet SSCD requirements as available in Annex III of the eIDAS Regulation [20], and successfully certified/validated under a CCRA-compliant certification body according to a suitable Common Criteria Protection Profile with EAL 4+ SOF-High.

Such secure cryptographic devices are prepared, distributed and managed in compliance with the technical standard ETSI EN 319 411-1&2. See section 6.2.1 of the CPS for requirements on RA secure HSM devices and for RAO Smart Card requirements.

6.1.1.2.3 *LuxTrust RA Key pair re-generation and re-installation*

In case of RAs key pair re-generation and re-installation, when replacing private keys by new ones, exactly the same procedure as for initial key generation shall be used. Subsequently and without any delay, the obsolete private keys must be decommissioned and destroyed and the active tamper resistant devices securely recycled or destroyed.

6.1.1.3 **Other PKI Participants Authorities Key pair generation and installation**

Key Pair generation and installation for other PKI Participant Authorities (i.e., other than Subscribers and Relying Parties), e.g., for CA Factory Services provider, (Secure) Signature Creation Device Providers, OCSP validation services provider, etc. is applicable as for RAs for which the applicable rules are the ones as applicable for CAs and are compliant with the technical standard ETSI EN 319 411 1 [18] .

If required Officers from these PKI Participants may receive the same type of secure cryptographic devices as for RAOs.

6.1.1.4 **Subscribers Key pair generation and installation**

6.1.1.4.1 *Key pair generation by TSP*

When key generation process is ensured by LuxTrust S.A. acting as TSP, generation is performed in compliance with the ETSI EN 319 411 1 [18] & 2 [17] technical specifications, for Normalised or Qualified certificates. The private key activation data may be sent to the Certificate Subject (identified person) or delivered to the certificate Subject according to a physical presentation based procedure that is strictly followed by the LRAO registering the Subscriber (Certificate Subject), as an internal and auditable document (non-identified person).

In case of LuxTrust Signing Server Account, the Subscriber's private key:

- Is generated securely within the LuxTrust Signing Server in such a way that the Subscriber's private key shall never leave the LuxTrust Signing Server,
- Is not be used in a way that was not authorised (activated) by the Subscriber's activation data, in a way that can reach, or be as close as possible to, the level of "under the sole control of the Subscriber",
- Is not be distributed to the Subscriber but securely hosted by the LuxTrust Signing Server Services Provider in accordance with the LuxTrust CPS.

To the sole exception of the pseudonym certificates, none of the PKI Participants (other than the Subscriber) are ever, in possession of both the full Subscriber's Activation Data (i.e., both UID/static PWD and OTP-Credential) and the Subscriber private key. Only the Subscriber shall be in possession of the full Subscriber's Activation Data. Both UID/static PWD and OTP-Credential are used as activation data for the LuxTrust Signing Server key used for signature. UID/static PWD, an SSL client authentication certificate are used as activation data for the LuxTrust Signing Server key used for eSeal.

In case of LuxTrust physical QSCD end-user devices, the Subscriber's private key:

- Is generated securely within the LuxTrust QSCD, in accordance with the QSCD requirements,
- Has its corresponding Public Key certified by the CA in an immediately suspended Certificate once generated,
- May be sent to the Subscribers (identified person) shipping address after registration at back-office.
- May be distributed to the Subscriber in a face-to-face process once identified and authenticated by a LuxTrust authorised LRAO in accordance with the applicable CP and with the LuxTrust CPS,
- Is distributed using a channel that is separated from the one used for distribution of Subscriber's Private Key Activation Data.

To the exception of the pseudonym certificates, the CRA(O) and LRA(O) are never, at a time, in possession of both the Subscriber's Activation Data (i.e., Smart Card PIN/PUK-Letter) and the QSCD, even if they are both in separated sealed envelopes.

For the urgent cards, following an internal and strict procedure that ensures traceability, LuxTrust is in possession of both the Subscriber's Activation Data (i.e., Smart Card PIN/PUK-Letter) and the (S)SCD, in separated envelopes. Each part is under the possession of a different LuxTrust employee who is formally mandated by the Executive board for this role.

6.1.1.4.2 *Key pair generation by Subscriber*

When key generation process is ensure by the subscriber, this is done through the use of the encrypted PKCS#12 file with a minimum twelve (12) character alphanumeric password chosen by the Subscriber.

The Subscriber is solely responsible for setting up the means and procedures for performing the key pair generation operation as well as the means of securing and accessing the private key.

6.1.1.4.3 *LuxTrust Subscriber Key generation devices and key storage*

LuxTrust secure devices

Generation and storage of Subscriber's private keys occurs within a (secure) cryptographic device meeting appropriate security requirements as applicable in the relevant Certificate Policy.

Secure Subscriber Devices used by the TSP for generation and storage of LuxTrust Subscribers private keys (and certificates) meet QSCD requirements as available in Annex III of the eIDAS Regulation [20], and are successfully certified/validated under a CCRA-compliant certification body according to a suitable Common Criteria Protection Profile with EAL 4+ SOF-High.

Such devices are, distributed and managed in compliance with the technical standard ETSI 319 411-1&2.

LuxTrust Signing Server

LuxTrust Signing Server devices used for generation and storage of LuxTrust NCP+, QCP-n-qscd and QCP-l-qscd private keys (and certificates) are successfully certified/validated under a CCRA-compliant certification body according to a suitable Common Criteria Protection Profile with EAL 4+ SOF-High. Such NCP devices are prepared, made available to the Subscriber and managed in compliance with the technical standard ETSI 319 411-1 [18] & -2 [17]. Situations for which the Subscriber's private key is leaving the Signing Server secure environment or is generated or used on the Subscriber environment (e.g., PC, PDA, etc.) are strictly forbidden.

See section 6.2.1 of the CPS for requirements on Subscriber's secure cryptographic devices when provided by LuxTrust S.A.

6.1.1.4.4 *LuxTrust Subscriber Key pair re-generation and re-installation*

See section 4.7 of the CPS.

6.1.2 *Private key delivery to Subscriber*

See section 6.1.5 for key generation done by TSP.

6.1.3 **Public key delivery to certificate issuer**

See section 6.1.5 when key generation is done by TSP.

When key generation is done by the Subscriber, the certificate request process ensures that the Subject (or Subscriber in case different from the Subject) has possession of the Private Key associated with the Public Key presented for certification, and that the procedure of issuing the certificate is securely linked to the associated registration or certificate re-key.

6.1.4 **CA public key delivery to Relying Parties**

The LuxTrust CAs public keys are securely provided to potential Relying Parties using the following channels:

- Initial publication of the LuxTrust CAs public keys certificates (at least the thumbprint) may be ensured through addendum publication of the LuxTrust S.A. articles of associations in the Grand Duchy of Luxembourg official registry of legal persons. Alternative measures may be taken in order to give assurance of the correctness of these certificates.
- LuxTrust CAs public keys certificates are available in a SSL session from the LuxTrust S.A. repository available at <https://repository.luxtrust.com>.
- The LuxTrust RAs certified public keys are securely provided to potential Relying Parties using a SSL session from the LuxTrust repository available at <https://repository.luxtrust.com>.

6.1.5 **Key sizes**

6.1.6 **LuxTrust CA Private Key Type**

For its signature keys the LuxTrust Global Qualified CA makes use of the Sha256WithRsa algorithm with a key length of **minimum 2048 bits**. First LuxTrust Global Qualified private key shall be certified for a period of up to 6 years.

LuxTrust TSP may implement, through the support of the CA Factory services provider, other algorithms than RSA SHA-xxx for signature generation or verification, namely the DSA algorithm and, optionally, the Elliptic Curve DSA algorithm with appropriate and state-of-the-art key sizes, as well as other hashing functions than SHA-xxx with appropriate and state-of-the-art key sizes.

6.1.7 **LuxTrust RA Private Key Type**

LuxTrust RA operators are provided with an QSCD with keys with an RSA key length of **minimum 2048 bits** or equivalent. Certificates are issued under the LuxTrust qualified CA for a period of 3 years.

6.1.8 **LuxTrust other PKI Participant Authorities Private Key Type**

Private Key type requirements, when applicable, for other PKI Participant Authorities (i.e., other than Subscribers and Relying Parties), e.g., for CA Factory Services provider, (Secure) Signature Creation Device Providers, OCSP validation services provider, etc. are applicable as for RAs.

6.1.9 **LuxTrust Subscriber Private Key Type**

Subscriber's minimum private key length is RSA **2048 bits** or equivalent. Certificate validity period is defined in the applicable CP.

6.1.10 **Public key parameters generation and quality checking**

Public key parameters generation and checking during CA key pair generation are implemented according to the applicable CP.

By default, public key RSA exponents are chosen secure (e.g., Fermat 4). Public Key module generation is done with state of the art parameter generation technology (e.g., Blum Blum Schub). Parameter generation is implemented using state of the art technology and are regularly re-evaluated regarding new advances in cryptology.

6.1.11 Key usage purposes (as per X.509 v3 key usage field)**6.1.12 LuxTrust CA Private Key purposes**

LuxTrust S.A. ensures that the CA Private Keys are protected in accordance with the LuxTrust CPS and that the CA private signing key(s) are only used for signing certificates CRLs and OCSP responses as well as certificates in accordance with the intended use of each of these keys. LuxTrust S.A. ensures that the CA private keys are not used within the CA in any way outside the scope of the LuxTrust PKI domain.

Private key of the LuxTrust Global Qualified CA is used to sign end-entity certificates, corresponding CRLs. LuxTrust Global Qualified CA is an online CA and shall never be used for signing other CA certificates.

6.1.13 LuxTrust RA and other PKI Participant Authorities Private Key purposes

The RA protects its Private Key(s) in accordance with the LuxTrust CPS. The RA uses its private signing key(s) only and exclusively for using the RA software in the context of their role in the Subscribers registration process and certificate life-cycle management in accordance with the intended use of each of these keys, the LuxTrust CPS and the applicable Certificate Policy.

The private key of the LuxTrust Chief LRA is only and exclusively used in the RA software in the context of their role in the LRA (and potentially Subscribers) registration process in accordance with the intended use of each of these keys, the LuxTrust CPS and the applicable Certificate Policy.

The private key of other LuxTrust PKI Participant Authorities or service providers are only and exclusively used in the context of their role in the LuxTrust certification component services they are providing in accordance with the intended use of each of these keys, the LuxTrust CPS and the applicable Certificate Policy.

6.1.14 LuxTrust Subscriber Private Key purposes

In accordance with the present LuxTrust CPS and the applicable CP, upon signature of the Subscriber Agreement, the Subscriber gives his/her acceptance to the following responsibilities related to the Subscriber private key and Certificate usage:

- In using the Key Pair, the Subscriber must comply with any limitations (e.g., Key usage, Limitations, etc.) indicated in the Certificate, in the applicable CP or in applicable contractual agreements.
- the Subscriber must protect the Private Key and its Activation Data at all times against compromise, loss, disclosure, alteration or any otherwise unauthorised use. Once the Private and Public key pair has been delivered to the Subscriber, the Subscriber is personally responsible for ensuring the confidentiality and integrity of the Key Pair. The Subscriber is deemed the sole user of the Private Key. The Private Key Activation Data (e.g., PIN-code or password(s)) used to prevent unauthorised use of the Private Key must never be held in the same place as the Private Key itself, nor alongside its storage medium. Nor must it be stored without adequate protection. The Subscriber must never leave the Private Key or the Private Key Activation Data unsupervised when it is not locked (e.g., leave it unsupervised in a work station when the PIN code or password has been entered). The Subscriber has sole liability for the use of the Private Key. The CA or LuxTrust S.A. acting as TSP is not liable for the use made of the Key Pair belonging to the Subscriber or for any damage resulting from misuse of the Key Pair.
- The Subscriber shall refrain from tampering with a Certificate.
- The Subscriber shall only use Private Key and Certificate for legal and authorised purposes in accordance with the present CP, the Subscriber Agreement and the LuxTrust CPS, and as it may be reasonable under the circumstances.

The Key usage fields of the LuxTrust Certificates are respectively set in the applicable CP.

6.2 Private key protection and Cryptographic Module Engineering Controls

6.2.1 *Cryptographic module standards and controls*

6.2.1.1 Private key protection and CME control for CAs

The TSP uses appropriate secure cryptographic devices to perform CA key management tasks. These cryptographic devices are known as Hardware Security Modules (HSMs). When applicable other PKI Participants make use of such HSMs as well (see section 6.1 of the CPS). See section 6.2.1.3 of the CPS for further details about HSM requirements.

Hardware and software mechanisms that protect CA private keys are adequately documented. HSMs are prepared, distributed and managed in compliance with the following technical standards:

- ETSI EN 319 401
- ETSI EN 319 411-1
- ETSI EN 319 411-2
- CEN/TS 419 261:2015

HSMs do not leave the secure environment of the CA secured premises. In case HSMs require maintenance or repair that cannot be performed within CA secured premises (under dual control of more than one authorised member of CA Factory staff serving in trustworthy positions), they are securely shipped to their manufacturer.

The CA private keys are not present on HSM when it is securely shipped for maintenance or repair outside the CA secure premises. Between usages sessions, HSMs are kept securely within the CA secure premises.

The CA private keys remain under n out of m multi-personnel control. CA custodians are assigned with the task to activate and deactivate the CAs private keys. CAs keys are then active for defined time periods.

The CA archives its own public keys and related certificates; the CA private key is not escrowed.

6.2.1.2 Private key protection and CME control for other PKI Participants

When applicable, the RA, SRA, (S)SCD or other services providers when using automated CMEs, use appropriate secure cryptographic devices to perform their tasks. These cryptographic devices are known as Hardware Security Modules (HSMs). See section 6.1 and section 6.2.1.3 of the CPS for further details about such HSM requirements.

HSMs are prepared, distributed and managed in compliance with the following technical standards:

- ETSI EN 319 401
- ETSI EN 319 411-1
- ETSI EN 319 411-2
- CEN/TS 419 261:2015

LuxTrust PKI Officers and LuxTrust (S)SCD Subscribers make use of (S)SCD whose requirements are provided in section 6.2.1.3 of the CPS. Requirements on LuxTrust Signing Server tokens are provided in the same section 6.2.1.3.

6.2.1.3 LuxTrust Secure Cryptographic Devices requirements

6.2.1.3.1 LuxTrust Smart Card requirements

The LuxTrust Smart Card and card-carrier will support the following standards

- ISO 7810, format ID-1
- ISO 7816-1 up to ISO 7816-9

Application integration is possible using PKCS#11 and Microsoft Crypto-API, based on PC/SC.

LuxTrust Smart Cards contain at least 2 LuxTrust Certificates as well as the full chain of CA certificates. In particular, smart cards contain one authentication certificate (QCP) and one signature Certificate (QCP+), certifying keys of min 2048 bits each.

When considered as SSCD, the security provided by the proposed chip on the card (token) and/or the Card(Token)-OS used meet the requirements of an SSCD as specified by the applicable regulations (e.g., the amended version of Luxembourg Law of 17/07/2020 on electronic commerce [8], and the Regulation (EU) N°910/2014). Assessment of such compliance can be made against:

- CWA 14355 : Guidelines for the Implementation of SSCDs.
- CEN/TS 419 261:2015

LuxTrust SSCDs are successfully certified / validated under a CCRA-compliant certification body according to a suitable Common Criteria Protection Profile with EAL 4+ SOF-High.

Such SSCD devices shall be prepared, distributed and managed in compliance with the technical standard ETSI EN 319 411-1 [18] and with ETSI EN 319 411-2 [17] when this standard impose higher requirements.

6.2.1.3.2 LuxTrust Signing Server tokens requirements

The HSM used to protect the sensitive signature key(s) are successfully certified/validated under a CCRA-compliant certification body according to a suitable Common Criteria Protection Profile with **EAL 4+ SOF-High**, against a security target or protection profile which meets the requirements of the technical standard ETSI EN 319 411-1 and 2, based on a risk analysis *and taking into account physical and other non-technical security measures*.

6.2.1.3.3 LuxTrust Hardware Security Module (HSM) requirements

The LuxTrust HSMs used by CAs in the context of the LuxTrust services provision are secure cryptographic devices meeting at least the requirements of an QSCD as specified by the applicable regulations (e.g., the 17 July 2020 Luxembourg law on e-commerce as modified, and the European Regulation 910/2014).

The LuxTrust HSMs used by other PKI Participants other than Subscribers and Relying Parties (RA, SRA, SSCD providers, etc.) in the context of the LuxTrust services provision are secure cryptographic devices meeting at least the requirements of a QSCD as specified by the applicable regulations (e.g., the amended version of Luxembourg Law of 17/07/2020 on electronic commerce, and the European Regulation 910/2014).

They are successfully certified/validated under a CCRA-compliant certification body according to a suitable Common Criteria Protection Profile with **EAL 4+ SOF-High**, against a security target or protection profile which meets the requirements of the technical standard ETSI EN 319 411-1&2, based on a risk analysis and taking into account physical and other non-technical security measures.

Such HSM devices are prepared, distributed and managed in compliance with the technical standard ETSI EN 319 411-1 and 2 .

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

6.2.2.1 **LuxTrust CA secret shares management**

Protection of CA's private keys are, amongst other appropriate measures, ensured by splitting-up of a strong encryption key over several (M) tamper resistant devices (e.g., smart cards, PED keys) that are protected with multiple passphrases (shares). These tamper resistant devices meet requirements as stated in section 6.2.1 of the CPS.

The LuxTrust CA secret shares are held by multiple authorised holders, to safeguard and improve the trustworthiness of private keys. A certain number of shares ('N' out of 'M'), and at least three ('N' \geq 3), out of the total shares need to be available and used concurrently to activate or re-activate the CA private key.

Before secret share-holders accept a secret share they must personally have observed the creation, re-creation, and distribution of the share or its subsequent chain of custody. They must receive the secret share within a physical medium, tamper resistant device, as approved by the LuxTrust TSP. The CA keeps written, auditable, records of secret share distribution. In case secret share custodians (or shareholders) are to be replaced in their role of shareholder, the CA shall keep track of the renewed share device distribution.

More than one member of the LuxTrust CSP (Board) makes authorisation of CA private key shares distribution and of assigned personnel in writing.

Private keys of the CAs are not escrowed. LuxTrust S.A. ensures that internal disaster recovery measures are implemented.

6.2.2.2 **LuxTrust secret shares management for other PKI Participants**

Not applicable.

6.2.3 **Private key escrow**

Key escrow is never allowed.

6.2.4 **Private key backup**

6.2.4.1 **LuxTrust CA Key back-up**

LuxTrust S.A. ensures that LuxTrust CAs' private keys are backed-up, stored and recovered by multiple and appropriately authorised CA Factory staff serving in trustworthy positions, and witnessed by more than one representative of the LuxTrust TSP. More than one member of the LuxTrust CSP (Board) makes authorisation of key back-up and of assigned personnel in writing.

At the end of a key generation ceremony, new CA keys are burnt encrypted on a back-up key storage media (e.g. dedicated and secure backup token) that ensures similar level of protection as provided by the secure cryptographic device holding CA keys. The CA records each step of the key back-up process using a specific form for logging information. The CA private key is locally archived within the CA premises.

LuxTrust CAs' private keys back-up, storage, and recovery procedures are implemented and documented in accordance with the LuxTrust CPS and in auditable internal documents.

6.2.4.2 **LuxTrust RA Key back-up**

No back-up and no escrow of the RAs signature private keys are allowed.

No back-up and no escrow of the RAs authentication/encryption private keys are allowed.

6.2.4.3 **LuxTrust Subscriber Key back-up**

LuxTrust S.A. does not perform backup of subscriber secret keys except for the purpose of Signing Server Account disaster recovery. Subscriber's key escrow is never allowed.

6.2.5 **Private key archival**

Not applicable.

6.2.6 **Private key transfer into or from a cryptographic module**

Not applicable.

6.2.7 **Private key storage on cryptographic module**

For CAs, see section 6.2.1.1; for RAs, and other PKI Participants other than Subscribers, see section 6.2.1.2; and for Subscribers, see section 6.2.1.3.

6.2.8 **Method of activating private key**

The CA private keys remain under N out of M multi-personnel control. CA custodians are assigned with the task to activate and deactivate the CAs private keys. CAs keys are then active for defined time periods.

All PKI Participants other than Subscribers and Relying Parties receive, when applicable, private keys that are generated on QSCD by LuxTrust S.A. acting as TSP and are associated with user activation data (e.g. PIN code) being securely prepared and distributed separately from the QSCD.

When Subscribers receive private keys that are generated by LuxTrust S.A. acting as TSP, these keys are stored on QSCD and are associated with user activation data (e.g. PIN code) being securely prepared and distributed separately from the QSCD.

6.2.9 **Method of deactivating private key**

The CA private keys remain under N out of M multi-personnel control. CA custodians are assigned with the task to activate and deactivate the CAs private keys. CAs keys are then active for defined time periods.

6.2.10 **Method of destroying private key**

At the end of their lifetime the CA private keys are destroyed by trusted CA staff members in the presence of more than one representative of the LuxTrust S.A., in order to ensure that these private keys cannot ever be retrieved or used ever again.

The CA keys are destroyed through secure deletion from the primary and backup media, powering off and removing permanently any hardware modules the keys were stored on. These hardware modules are treated in a secure manner as described within documented key destruction internal procedures. Associated records are securely archived within LuxTrust premises.

More than one member of the LuxTrust CSP (Board) makes authorisation of CA private key destruction and of assigned personnel in writing.

At the end of their lifetime the Subscriber private keys when provided by LuxTrust S.A. acting as TSP shall be destroyed by any the subject to ensure that these private keys cannot ever be retrieved or used ever again. These Subscriber keys are destroyed by shredding and destroying any hardware modules the keys were stored on.

6.2.11 **Cryptographic module rating**

See section 6.2.1.3.

6.3 **Other aspects of key pair management**

6.3.1 **Public key archival**

LuxTrust S.A. acting as TSP archives its own LuxTrust CA public keys. See section 5.5 of the CPS for archival conditions.

6.3.2 ***Subscriber Certificate operational periods and key pair usage periods***

LuxTrust S.A. acting as TSP issues Subscriber certificates with validity periods as indicated on such certificates, see applicable CP for further details.

6.4 **Activation data**

LuxTrust S.A. acting as TSP ensures that activation data associated to LuxTrust CAs private keys and operations are securely generated, managed, stored and archived as described in the relevant sub-section of sections 6.1 and 6.2.

All PKI Participants other than Subscribers and Relying Parties receive, when applicable, private keys that are generated on QSCD by LuxTrust S.A. acting as TSP and are associated with user activation data (e.g. PIN code) being securely prepared and distributed separately from the QSCD. LuxTrust S.A. acting as TSP ensures that such PKI Participants activation data are securely managed and protected by such participants through applicable CP, contractual agreement and internal procedures made available to these participants.

When Subscribers receive private keys that are generated by LuxTrust S.A. acting as TSP, these keys are stored on QSCD and are associated with user activation data (e.g. PIN code) being securely prepared and distributed separately from the QSCD. Subscribers are responsible for the secure management and protection of their activation data.

6.5 **Computer security controls**

LuxTrust S.A. acting as TSP ensures that computer security controls are implemented in compliance with the technical standard the technical standard ETSI EN 319 411-1 [18] and with ETSI EN 319 411-2 [17] when this standard imposes higher requirements on certification practices. Detailed descriptions of implemented computer security controls are available as internal document(s).

LuxTrust is supervised by ILNAS. The Certificate is registered under the reference N° 2018/8/001. The national registry of supervised Trusted Service Providers is publicly available on the ILNAS website <http://www.ilnas.public.lu/>.

ILNAS is the national supervisory body which supervises LuxTrust under the regulation N°910/2014 of the European parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (<http://www.ilnas.public.lu/>).

6.6 **Life cycle technical controls**

LuxTrust S.A. acting as TSP ensures that periodic development control, security management and life cycle security controls are implemented in compliance with the standard ETSI EN 319 411-1 [18] and with ETSI EN 319 411-2 [17] when this standard impose higher requirements on certification practices. Detailed descriptions of implemented life cycle technical controls are available as internal document(s).

6.7 **Network security controls**

LuxTrust S.A. acting as TSP ensures that network security controls (including but not limited to firewalls, network intrusion detection secure communication between PKI Participants ensuring confidentiality and mutual authentication, anti-virus protection, website security, databases and other resources protection from outside boundaries, etc.) are implemented in compliance with the standard ETSI EN 319 411-1 [18] and with ETSI EN 319 411-2 [17] when this standard impose higher requirements on certification practices.

Detailed descriptions of implemented network security controls are available as internal document(s).

7 CERTIFICATE AND CRL PROFILES

The CP are composed of the CPS and the document “LuxTrust Global Root CA – Certificate Profiles” [13].

8 COMPLIANCE AUDIT AND OTHER ASSESSMENTS

With regard to the provision of LuxTrust Certificates, LuxTrust S.A. acting as TSP through its LuxTrust Qualified CA operates:

- Following the terms of regulation 2014/910/EU on electronic identification (eID) and trusted services for electronic transactions in the internal market,
- Following the terms of the amended version of Luxembourg Law of 17/07/2020 on electronic commerce,
- According to the ETSI standard EN 319 411-1 and 2,
- According to the present LuxTrust CPS and the applicable CP.

LuxTrust S.A. acting as TSP accepts compliance audit for its LuxTrust CAs and all its supporting certification services to ensure they meet the ILNAS requirements for the voluntary "Supervision of Trusted Service Providers issuing certificates or providing other services related to electronic signatures" as described and available on the official ILNAS website, www.ilnas.lu. LuxTrust S.A. is listed as "under supervision" by ILNAS, the Luxembourg public standardisation service, as a Trusted Service Provider (TSP) under number 2018/8/001.

The maximum interval between two audits or security checks of the TSP's practices is 12 months.

LuxTrust issues qualified electronic certificates as of June 15th, 2008.

9 OTHER BUSINESS AND LEGAL MATTERS

9.1 Fees

LuxTrust S.A. may charge fees for the provision, usage and validation of LuxTrust Certificates and related Certificate services, notably for:

- 9.1.1 Signing Server Certificate issuance or renewal fees.
- 9.1.2 Token mailing service at re-key
- 9.1.3 Revocation or all other Certificate status change
- 9.1.4 Registration data change (not possible in the context of certified data)
- 9.1.5 Fees for other services, as specified from time to time in updated versions of the CPS, such as:
 - Repositories access fees: None for the time being, but this might be subject to changes in the future depending on several factors.
- 9.1.6 Refund policy: not applicable

9.2 Financial responsibility

9.2.1 *Insurance coverage*

Each PKI Participant not being a Subscriber or a Relying Party of the LuxTrust PKI shall contract an insurance policy covering the risks identified in the Insurance Policy with respect to their services and maintain a sufficient amount of insurance coverage for its liabilities to other Participants, including Subscribers and Relying Parties.

In particular, TSP, CA, CRA, (L)RA networks, SRA, QSCD services providers and other LuxTrust PKI services providers shall subscribe and bear the costs for own insurance coverage in order to cover their liabilities and duties in performance of their tasks.

LuxTrust S.A. acting as TSP may request documentary evidence of such insurance coverage.

9.2.2 *Other assets*

Not applicable.

9.2.3 *Insurance or warranty coverage for end-entities*

Not applicable.

9.3 Confidentiality of business information

Provisions relating to the treatment of confidential information that PKI Participants may communicate to each other, and in particular relating to the scope of what is considered as information within or not within the scope of confidential information, to the responsibility to protect confidential information, and to disclosure conditions are provided within the CPS.

LuxTrust S.A. acting as a TSP guarantees the confidentiality of any data not published in the Certificates, according to the applicable laws on privacy, as well as according to the Luxembourg laws on the financial sector, specifically with regard to banking secrecy.

9.4 Protection of personal information

LuxTrust S.A. acting as a TSP operates within the boundaries of the Luxembourg law and the European General Data Protection Regulation (GDPR) [2]. Personal data communicated to LuxTrust S.A. by the applicant are kept in a suitably protected file held by the LuxTrust S.A.

9.5 Intellectual property rights

All title, copyrights, , patents, patent applications and all other intellectual proprietary rights now known or hereafter recognised in any jurisdiction (the IP Rights) in and to LuxTrust's technology, web sites, documentation, products and services (the Proprietary Materials) are owned and will continue to be exclusively owned by LuxTrust S.A. and/or its licensors. LuxTrust's contractors and / or subcontractors agree to make no claim of interest in or to any such IP Rights. LuxTrust's contractors and / or subcontractors acknowledge that no title to the IP Rights in and to the Proprietary Materials is transferred to them and that they do not obtain any rights, express or implied, in any Proprietary Materials other than the rights expressly granted in the CPS.

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9.6 Representations and warranties

9.6.1 *CA representations and warranties*

LuxTrust S.A. acting as TSP through its LuxTrust CAs issues X509 v3-compatible Certificates (ISO 9594-8).

The LuxTrust CAs issues Certificates compliant with either, ETSI EN 319 411-1&2 or ETSI EN 319 421 [19] requirements. To this end, the CA publishes the elements supporting this statement of compliance.

LuxTrust S.A. guarantees that all the requirements set out in the applicable CP (and indicated in the Certificate in accordance with Section 7) are complied with. It also assumes responsibility for ensuring such compliance and providing these services in accordance with the LuxTrust CPS.

To register persons applying for a Certificate, the LuxTrust CAs use a list of approved RAs as indicated in the applicable CP.

The sole guarantee provided by the LuxTrust S.A. acting as TSP through one of its CAs is that its procedures are implemented in accordance with the CPS and the verification procedures then in effect, and that all Certificates issued with a CP Object Identifier (OID) have been issued in accordance with the relevant provisions of the applicable CP, the verification procedures, and the CPS as applicable at the time of issuance. In addition other warranties may be implied in the applicable CP definition by operation of law.

In certain cases described in the CPS, LuxTrust S.A. acting as TSP may revoke or suspend the Certificate, provided it informs the Subscriber (and any other concerned authorised party, if applicable) of the Certificate in advance by appropriate means.

LuxTrust S.A. acting as TSP guarantees that each Key pair created by the TSP for a Subscriber is generated in a secure way and that the private character of the Private Key of the Subscriber is guaranteed in accordance with the requirements set out in the standard ETSI EN 319 411-1 [18] or ETSI EN 319 411-2 [17] or ETSI EN 319 421 [19] as applicable.

LuxTrust S.A. acting as TSP guarantees that it will provide a QSCD in a secured way and in accordance with the requirements set out in the technical standard ETSI EN 319 411-1 [18] or ETSI EN 319 411- 2 [17] as applicable. The Key pair will be created via this device.

The RAs warrant that they perform their duties in accordance with applicable sections of this CPS, the applicable CP and the internal procedures and guidelines (see next section).

9.6.2 *RA representations and warranties*

The RA is under a contractual obligation to comply scrupulously with the CPS, with the relevant section of the applicable CP, and with the RA relevant LuxTrust internal procedures.

9.6.3 **Subscriber representations and warranties**

The Subscriber accepts the Certification Practice Statement (CPS) currently in effect, as provided by LuxTrust S.A. acting as TSP and setting out the procedures used for providing the Certificates.

The Subscriber agrees to the CPS and to his/her relevant responsibilities, liabilities and obligations as provided in the relevant sections of the CPS and the applicable CP.

In particular, the Subscriber is liable towards Relying Parties for any use that is made of his / her QSCD, including the keys or Certificate(s), unless (s)he can prove that (s)he has taken all the necessary measures for a timely revocation of his / her Certificate(s) when required.

9.6.4 **Relying Party representations and warranties**

The following statements must be considered and complied with by any Relying Party:

- Receive notice and adhere to the conditions of the applicable CP and of the LuxTrust CPS and associated conditions for Relying Parties (in particular section 4.5.2 of the CPS).
- Decision to rely on a certificate must always be a *conscious one* and can only be taken by *the Relying Party itself based on RFC 5280*.
- Therefore, *before deciding to rely on a certificate it is needed to be assured of its validity*. If the Relying Party is not certain that its software performs such checks automatically, the Relying Party has to open the Certificate by clicking on it and checking that the Certificate is *NOT* either
 - *expired* – by looking at the “valid from ___ to ___” notice; *or*
 - *suspended or revoked* – by following the link to the Certificate Revocation List (CRL) and making sure that the certificate is not listed there, using the OCSP validation services or the web based interface allowing to check the status of a Certificate.
- *Never rely on expired or revoked certificates.*
- See also relevant section 4.5.2 of the CPS.
- Without prejudice to the warranties provided in the present CPS, the Relying Party is wholly accountable for verification of a Certificate before trusting it. LuxTrust S.A. acting as TSP accepts liability up to an aggregate limit as specified in the general terms and conditions for the concerned service for direct losses, due to non-compliance with this LuxTrust CPS, towards a Relying Party reasonably relying on a Certificate.
- Without prejudice to the warranties provided in the applicable CP or in the LuxTrust CPS, the Relying Party is wholly accountable for verification of a Certificate before trusting it.
- If a Relying Party relies on a Certificate without following the above rules, LuxTrust S.A. will not accept liability for any consequences.
- The Relying Party is strongly advised not to rely upon the Information contained within their client application in use (browser) as to the usage of the Certificate and to check it against the Certificate Policy if in doubt.
- If a Relying Party becomes aware of or suspects that a Private Key has been compromised it will immediately notify LuxTrust S.A. acting as TSP.

9.6.5 **Representations and warranties of other participants**

Not applicable.

9.7 **Disclaimers of warranties**

9.7.1 **Damages covered and disclaimers**

Except as expressly provided elsewhere in the CPS, the applicable CP and in the applicable legislation, LuxTrust S.A. acting as TSP disclaims all warranties and obligations of any type, including any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranty of accuracy of information provided (except that it came from an authorised source), and further disclaims

any and all liability for negligence and lack of reasonable care on the part of Subscribers and Relying Parties. LuxTrust S.A. does not warrant “non repudiation” of any Certificate or message. LuxTrust S.A. does not warrant any software.

9.7.2 **Loss limitations**

To the extent permitted by law, LuxTrust S.A. makes the following exclusions or limitations of liability:

- a) In no event shall LuxTrust S.A. be liable for any indirect, incidental, consequential or any other kind of damages, or for any loss of profits, loss of data, or other indirect, consequential or punitive damages arising from or in connection with the use, delivery, license, performance, or non-performance of Certificates, digital signatures, or other transactions or services offered or contemplated by the CPS even if LuxTrust S.A. has been advised of the possibility of such damages.
- b) In no event shall LuxTrust S.A. be liable for any direct, indirect, incidental, consequential or any other kind of damages, or for any loss of profits, loss of data, or other indirect, consequential or punitive damages arising from or in connection with the use or the reliance of a suspended, revoked or expired Certificate.
- c) The limitation on damages applies to loss and damages of all types, including but not limited to direct, compensatory, indirect, special, consequential, exemplary, or incidental damages, incurred by any person, including without limitation a Subscriber, an applicant, a recipient, or a Relying Party, that are caused by reliance on or use of a Certificate LuxTrust S.A. issues, manages, uses, suspends or revokes, or such a Certificate that expires. This limitation on damages applies as well to liability under contract, tort, and any other form of liability claim.
- d) By accepting a Certificate, the Subscriber agrees to indemnify and hold LuxTrust S.A. and his agent(s) and contractors harmless from any acts or omissions resulting in liability, any loss or damage, and any suits and expenses of any kind, that LuxTrust S.A. and its agents and contractors may incur, that are caused by the use or publication of a Certificate and that arises from:
 - Falsehood or misrepresentation of fact by the Subscriber;
 - Failure by the Subscriber to disclose a material fact, if the misrepresentation or omission was made negligently or with intent to deceive LuxTrust or any person receiving or relying on the Certificate;
 - Failure to protect the Subscribers Private Key, to use a trustworthy system, or to otherwise, take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorised use of the Subscriber’s Private Key.

9.8 **Limitations of liability**

The liability of LuxTrust S.A. acting as TSP towards the Subscriber or a Relying Party is limited according to other sections of the CPS (e.g., but not limited to section 9) and to the extent permitted by law.

In addition, within the limit set by the Grand Duchy of Luxembourg law, in no event (except for fraud or wilful misconduct) will LuxTrust S.A. be liable for:

- Any loss of profits;
- Any loss of data;
- Any indirect, consequential or punitive damages arising from or in connection with the use, delivery, license, and performance or non-performance of Certificates or digital signatures;
- Any other damages.

The certificate generation and revocation management is independent of other organizations for its decisions relating to the establishing, provisioning and maintaining and suspending of services; in particular its senior executive, senior staff and staff in trusted roles, is free from any commercial, financial and other pressures which might adversely influence trust in the services it provides.

9.9 Indemnities

LuxTrust S.A. acting as TSP assumes no financial responsibility for improperly used Certificates, CRLs, etc.

9.10 Term and termination

The CPS remains in force until notice of the opposite is communicated by LuxTrust S.A. acting as TSP on its repository under <https://repository.luxtrust.com> . Notified changes are appropriately marked by an indicated version.

9.12 Individual notices and communications with participants

All notices and other communications which may or are required to be given, served or sent pursuant to the CPS shall be in writing and shall be sent, except provided explicitly in the CPS, either by (i) registered mail, return receipt requested, postage prepaid, (ii) an internationally recognised “overnight” or express courier service, (iii) hand delivery (iv) facsimile transmission, deemed received upon actual delivery or completed facsimile, or (v) an advanced electronic signature based on a Certificate and a (secure) signature creation device ((S)SCD) and be addressed to:

LuxTrust contact information	
Contact Person:	CSP Board Contact
Postal Address:	LuxTrust CSP Board LuxTrust S.A. IVY Building 13-15, Parc d'Activités L-8308 Capellen
Telephone number:	+352 26 68 15 – 1
Fax number:	+352 26 68 15 – 789
E-mail address:	cspboard@luxtrust.lu
Website:	www.luxtrust.com

9.13 Amendments

9.13.1 Procedure for amendment

The LuxTrust S.A. via its CSP Board is responsible for approval and changes of the CPS.

The only changes that the LuxTrust CSP Board may make to these CPS specifications without notification are minor changes that do not affect the assurance level of this CPS, e.g., editorial or typographical corrections, or changes to the contact details.

Errors, updates, or suggested changes to this document shall be communicated to the contact of the LuxTrust CSP Board as identified in the CPS. Such communication must include a description of the change, a change justification, and contact information of the person requesting the change.

LuxTrust S.A. via its LuxTrust CSP Board shall accept, modify or reject the proposed change after completion of a review phase.

9.13.2 Notification mechanism and period

All changes to the CPS under consideration by the LuxTrust CSP Board shall be disseminated to interested parties for a period of minimum 14 days. Proposed changes to the CPS will be disseminated to interested parties by publishing the new document on the LuxTrust CSP Board web site (<https://repository.luxtrust.com>). The date of publication and the effective date are indicated on the title page of the CPS.

9.13.3 Circumstances under which OID must be changed

Changes to this CPS do not require a change in the CPS OID or the CPS pointer qualifier that might be communicated by the CA.

Major changes that may materially change the acceptability of Certificates for specific purposes may require corresponding changes to the CPS OID or CPS pointer qualifier.

Minor changes are indicated by version number that contains a decimal number e.g., version 1.1 for a version with minor changes as opposed to version 2.0 that addresses major changes.

9.14 Governing law and jurisdiction

The CPS shall be governed by, and construed in conformity with, the laws of the Grand Duchy of Luxembourg.

Prior to litigation, the resolution of complaints and disputes received from customers or other parties about the provisioning of electronic trust services or any other related matters is ruled by the "LuxTrust Dispute Resolution Procedure" as publicly available from <https://repository.luxtrust.com>.

The courts of the judicial district of Luxembourg-city have exclusive competence for any dispute arising from, or in connection with, the CPS.

9.15 Compliance with applicable law

The CPS and provision of LuxTrust PKI Services are compliant to relevant and applicable laws of Grand Duchy of Luxembourg.

The Subscriber shall be compliant with applicable Laws of Grand Duchy of Luxembourg and concretely with Law 17/07/2020 on electronic commerce.

9.16 Miscellaneous provisions

LuxTrust S.A. acting as TSP incorporates by reference, through its LuxTrust CAs, the following information in all Certificates it issues:

- Terms and conditions described in the applicable CP and in the LuxTrust CPS;
- Any other applicable Certificate Policy as may be stated in an issued Certificate;
- The mandatory elements and any non-mandatory but customised elements of applicable standards;
- Content of extensions and enhanced naming not addressed elsewhere;
- Any other information that is indicated to be so in a field of a Certificate.

To incorporate information by reference LuxTrust S.A. through its CAs uses computer-based and text based pointers that include URLs, OIDs, etc.