

Prepared (also subject responsible if other) Petra Barzin, Stefan Kelm (Secorvo)		No.		
Approved	Checked	Date 2008-04-09	Rev V1.0	Reference

PKI Improvement Project

Vattenfall Class 1 CA PKI Disclosure Statement

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1 CA contact info

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2 Certificate type, validation procedures and usage

The Vattenfall Class 1 CA supports various applications. Most applications are only used internally without public perception. Therefore they are out of scope for this PKI Disclosure Statement (PDS). The only application where external communication partners appear as relying parties is the Vattenfall Secure Mail Gateway (SMGW). The SMGW supports X.509 certificates as well as PGP keys for signing and encrypting mails. The private keys used to sign and decrypt mails are stored on the SMGW in encrypted form. They are adequately protected from theft and unauthorized use or disclosure to others.

The Vattenfall Class 1 PGP keys and X.509 mail certificates issued by the Vattenfall Class 1 CA may only be used for business purposes and for signature and encryption of mails. They must neither be used for private purposes nor to issue certificates to subordinate CAs or CRLs. Furthermore it is prohibited to use Vattenfall Class 1 certificates for document signatures neither in internal workflows nor in external communications. Vattenfall Class 1 mail certificates must not be issued for functional accounts.

The Vattenfall Class 1 mail certificates provide a reasonable level, but not fool-proof assurance, of a subscriber's identity. The certificate applicants' identities are automatically validated against enterprise business records stored in a global directory.

3 Reliance limits

Vattenfall does not set reliance limits for Class 1 certificates. Reliance limits may be set by applicable law or by agreement. See Limitation of Liability, below.

4 Obligations of subscribers

Subscribers must immediately notify the Vattenfall Class 1 CA when they suspect their private key to be compromised.

5 Certificate status checking obligations of relying parties

Before a relying party may rely upon a certificate - i.e. trust an electronic signature or use a public key for encryption - he must make sure that the certificate has not been revoked. Furthermore he must determine that the certificate provides adequate assurances for its intended use.

6 Limited warranty & disclaimer/Limitation of liability

This PDS does not govern any warranties, disclaimers of warranty, limitations of liability, or indemnities among the Vattenfall Class 1 CA and the subscribers. Those issues shall be set forth by separate agreements (cf. 7 "Applicable agreements, Certification Practice Statement, Certificate Policy").

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7 Applicable agreements, Certification Practice Statement, Certificate Policy

The management of mail certificates complies with the CP/CPS of the Vattenfall Class 1 CA.

Separate agreements shall set warranties, disclaimers of warranty, limitations of liability, or indemnities among the Vattenfall Class 1 CA and the subscribers. The separate agreements are entered into between on one hand the Vattenfall company issuing this PDS and on the other hand the company receiving a subordinate certificate. This separate agreements shall include a warranty that:

- the information in the issued certificates is true to the best of the Vattenfall Class 1 CA's knowledge
- the Vattenfall Class 1 CA administrators take reasonable care in approving a certificate application and issuing a certificate
- the Vattenfall Class 1 CA operation meets all requirements of the CP/CPS

8 Privacy policy

Personal information are treated in accordance with the applicable laws to protect data privacy.

9 Refund policy

Since there are no charges there need not be a refund policy neither.

10 Applicable law and dispute resolution

The substantive law of Sweden shall govern this PDS as well as any separate agreements entered into between, on one hand, the Vattenfall company issuing the Vattenfall Class 1 CA PDS and, on the other hand, the company receiving a subordinate certificate.

Any dispute, controversy or claim arising out of or in connection with

(i) this PDS or

(ii) a separate agreement entered into between, on one hand, the Vattenfall company issuing the Vattenfall Class 1 CA CP/CPS and, on the other hand, the company receiving a subordinate certificate, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The proceedings and the documents emanating from the proceedings, the decision included, shall be confidential.

Intra-group disputes, controversies or claims according to the above, shall – to the extent legally possible and advisable – be finally settled according to the following. In the first instance, the dispute etc shall be settled in consultation with the managing directors (or equivalent) of the Vattenfall companies concerned, on the understanding that a legal department within the Vattenfall Group shall be consulted. If the dispute cannot be settled in this way, the final decision on the matter shall be taken by Group Function Legal Affairs; however, in case Vattenfall AB is one of the parties, the dispute etc shall be finally settled by arbitration according to the first paragraph.

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11 CA and repository licenses, trust marks, and audit

The Vattenfall Class 1 CA is subject to annual audits.