

PKI Disclosure Statement



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Cleverbase acts as a TSP in PKIoverheid, aiming at providing both citizens and businesses with the certificates they need to exchange, reliably and confidentially, information with each other and the government. As a rule, certificate holders register remotely by way of a video call using a mobile app to have their identities and identity documents verified, after which Cleverbase issues the certificates they apply for.

The trade name and external brand name of Cleverbase ID B.V. is Vidua. Cleverbase uses Vidua for its products and in its product outings. All TSP operations are performed by Cleverbase in accordance with the provisions as stated in this document. Vidua in itself is not a TSP nor an issuer of certificates. To ensure consistency to the end user, the service desk and registration office operated by Cleverbase also conform to the Vidua brand name.

This PKI disclosure statement contains an overview of Cleverbase's PKI services. It is not to any extent a replacement of the Certification Practice Statement (CPS) or the general terms and conditions. If this document departs from the CPS or the general terms and conditions, this is the document hierarchy:

1. The certification practice statement
2. PKI disclosure statement
3. The terms & conditions in Dutch
4. The terms & conditions in English
5. The product conditions in Dutch
6. The product conditions in English
7. Other public outings by Cleverbase

1. TSP contact information

Cleverbase ID B.V.
Maanweg 174
2516 AB The Hague
T 070-820 96 80

E info@cleverbase.com

W <https://vidua.nl/en/user/contact/>

Revocation requests can be submitted through the web site, by email and mail, and, during office hours, by phone. In case of urgency, submitting by mail is not advisable.

2. Certificate types, validation procedures, and usage

Cleverbase issues certificates of the 'G3 Legacy Citizen' type in the PKIoverheid system. Certificate policy OIDs for the various certificates are as follows

Certificate	Certificate policy OID
Authenticity certificate	2.16.528.1.1003.1.2.3.1
Encryption certificate	2.16.528.1.1003.1.2.3.3
Non-repudiation certificate	2.16.528.1.1003.1.2.3.2

Each certificate may only be used for the purposes stated in its KeyUsage and ExtKeyUsage fields. Encryption certificates are not issued to end users.

For these certificates, the certificate holder's identity is established using the identity document of the certificate holder. Cleverbase supports the identity documents as listed in Certificate Practice Statement <https://pki.cleverbase.com/cps.pdf>. Identity verification can proceed remotely.

3. Reliability limitations

The certificate may only be used for the purposes stated in its KeyUsage and ExtKeyUsage fields. Its reliability cannot be warranted if used for other purposes.

No restrictions apply as to the value of the transaction for which the certificate is used.

Cleverbase retains data collected during registration for seven years after expiration of the certificate for evidential purposes.

4. Obligations of subscribers

Cleverbase obliges subscribers to the following:

- to provide accurate and complete information, both unrequested and on Cleverbase's request,
- to use certificates only for the purpose for which they were issued,
- to prevent unauthorized certificate usage, as a minimum, by keeping their PIN confidential,
- to revoke certificates promptly as soon as private keys have possibly been compromised, their PIN has possibly been compromised, they themselves no longer have access to their private keys, information in certificates is not or no longer correct, or other reasons for revocation arise.

Certificate holders are obliged to keep their primary keys in a cryptographic device. For this, Cleverbase uses a trustworthy system supporting server signing, thus automatically fulfilling this obligation.

5. Obligations of relying parties

Cleverbase expects relying parties to verify the validity of both the certificate itself and the other certificates in the confidence chain.

6. Limitation of liability

Cleverbase shall not be liable for any damage caused by Cleverbase, unless in cases and to the extent described in art. 13 of the eidas regulation. The general terms and conditions contain the same limitation of liability. Cleverbase is not liable if certificates are not used as described in the certificates themselves.

In order to cover this liability Cleverbase has arranged a liability insurance covering up to at least 2,500,000.- euro.

7. Applicable agreements

The agreement between Cleverbase and the certificate holder is subject to the general terms and conditions. Cleverbase observes its own Certification Practice Statement while providing this service. Both documents are available at Cleverbase's web site.

Certificates are issued under the certificate policy of PKIoverheid, viz. section 3c of the Statement of Requirement PKIoverheid, which is available at: <https://www.logius.nl/ondersteuning/pkioverheid/aansluiten-als-tsp/programma-van-eisen/>.

8. Privacy policy

Privacy is important to Cleverbase. Cleverbase checks all its activities against the relevant legislation regarding privacy, including the General Data Protection Regulation of the European Union.

Cleverbase retains data on certificate holders collected during registration for seven years after expiration of the certificate for evidential purposes in case of legal procedures. Cleverbase stores all retained data with the strictest confidentiality provisions possible. For this purpose, Cleverbase has an information security management system in place.

Cleverbase has an extended privacy policy, accessible at: <https://vidua.nl/en/legal/privacy-statement-1.7/>.

9. Refund policy

As a rule, Cleverbase does not provide for any refunds, unless Cleverbase can be held accountable for failing to fulfill an agreement closed with Cleverbase.

10. Governing law, complaints, and dispute resolution

All agreements with Cleverbase are subject to Dutch law.

Anyone is entitled to file a complaint at Cleverbase. Cleverbase will then assess this complaint and try to reach a solution bilaterally. Should this fail, natural persons can bring the case before the district court of their place of residence. Legal persons can refer to the court in The Hague.

11. Licenses, trust marks, and audits

Cleverbase is certified against the ETSI EN 319 411-1 and ETSI EN 319 411-2 norms and section G3 Legacy Citizen certificates of PKIoverheid Programme of Requirements, as well as ISO 27001.