LAWtrust AATL CA01 Certification Practice Statement (LAWtrust AATL CEN-SSCD CPS)

Law Trusted Third Party Services (Pty) Ltd

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("LAWtrust")

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LAWtrust reserves the right to change or amend this certification practice statement at any time without prior notice. Changes will be posted on the LAWtrust website [https://www.lawtrust.co.za/repository] from time to time. If you have any queries about this document, please contact LAWtrust.

DOCUMENT CONTROL

Document history

Version Number	Effective Date	Author	Summary of Changes	Status
VI01 2018-08-06	2018-08-06	Bruce Anderson	Incorporate Central SSCD generic RA Charter structure, Housekeeping, International RA	Expired
VI02 2019-03-08	2019-03-07	Eduard Oosthuizen	2019 Review, new document template, Housekeeping	Expired
V003 2020-08-26	2020-08-26	Katekani Hlabathi	2020 Review	Operational

Document references

References to the following documents have been made in the preparation of this document:

Ref.	Document Title	File Location
1	LAWtrust Certificate Policy	LAWtrust Internal Policy
2	LAWtrust AeSign CEN-SSCD RA Charter	https://www.lawtrust.co.za/repository
3	LAWtrust Relying Party Agreement	https://www.lawtrust.co.za/repository
4	LAWtrust Subscriber Agreement	https://www.lawtrust.co.za/repository
5	LAWtrust Privacy Policy	https://www.lawtrust.co.za/pages/privacy-notice
6	LAWtrust mPKI Services Agreements	LAWtrust & Registration Authorities

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1. INTRODUCTION

1.1   Overview

LAWtrust is an accredited Authentication Service Provider by the South African Accreditation Authority (SAAA) in terms of the Electronic Communications and Transactions Act 2002 for the provision of Advanced Electronic Signatures.

LAWtrust participate in the Adobe Approved Trust List Programme and are included in the Adobe approved Trust List (AATL). This document is the LAWtrust AATL Central Secure Signature Creation Device (CEN-SSCD) Certification Practice Statement (LAWtrust AATL CEN-SSCD CPS) of the LAWtrust AATL CA01.

This LAWtrust AATL CEN-SSCD CPS describes the certification practices that have been implemented to ensure the LAWtrust AATL CA01 trustworthiness in issuing public key certificates to Subscribers. The certificates will reside on a secure signature creation device (SSCD) personalised to the subscriber and the subscriber unique electronic signature creation data will be generated and used on the SSCD. It has been drafted to satisfy the requirements of the LAWtrust AATL CA01 for issuing LAWtrust AATL CA01 Certificates.

This LAWtrust AATL CEN-SSCD CPS is intended to allow participants to the LAWtrust Public Key Infrastructure (PKI) to assess the trustworthiness of the LAWtrust AATL CA01 and determine suitability of LAWtrust Certificates in meeting their requirements in the communication of electronic information.

This LAWtrust AATL CEN-SSCD CPS also prescribes the practices and procedures which the LAWtrust AATL CA01 will require of all Registration Authority Agents (RA-Agent) (governed by the LAWtrust AATL CEN-SSCD RA Charter) operating under its authority as well as the rights and obligations of third parties including, but not limited to, Applicants, Subscribers and Relying Parties.

1.2 Document name and identification

This document title is "LAWtrust CEN-SSCD Certification Practice Statement (LAWtrust AATL CEN-SSCD CPS)". You may consider the version of the LAWtrust AATL CEN-SSCD CPS available for download from the LAWtrust website [https://www.lawtrust.co.za/repository] as the most current and authoritative version as at the time of downloading.

1.3 PKI participants

The LAWtrust AATL CA01 is chained into the public hierarchy of the LAWtrust Root Certificate Authority. This CPS includes the practices for the LAWtrust AATL CA01. This offers certificates with the following hierarchies.

1.3.1 Certification Authority

LAWtrust Root CA 2048

> **9** LAWtrust AATL CA01 (cn=LAWtrust AATL CA01)
> Subscriber

The LAWtrust AATL CA01 may:

- Accept the certificate signing requests ("CSR") with the public keys of an Applicant from a LAWtrust RA or RA-Agent which has authenticated the identity and verified information to be contained in the LAWtrust AATL CA01 Certificate applied for by the Applicant;

- Once the CSR is verified the LAWtrust AATL CA01 will create a subscriber certificate containing the signed public key.

A LAWtrust AATL CA01 Certificate created in response to the CSR will be digitally signed by the LAWtrust Root CA 2048.

1.3.2 Registration Authority and RA-Agents

LAWtrust is a Registration Authority providing Digital Certificate Lifecyle management services to applicants, subscribers and relying parties. LAWtrust may outsource some or

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all the digital certificate lifecycle responsibilities to separate legal entities. When an outsourced partner is appointed the entity will be referred to as a RA-Agent.

LAWtrust may appoint RA-Agents in South Africa and in countries which have adopted suitable Electronic Transactions legislation. The suitability of the legislation will be approved by the LAWtrust Policy Authority.

1.3.2.1 Responsibilities of a RA-Agent

LAWtrust may authorise the RA-Agent (as agreed in a Master Services Agreement (MSA) and related Supplementary Agreements with the RA) to:

- Accept applications for a LAWtrust AATL CA01 Certificate;

- Perform authentication of identities and verification of information submitted by Applicants when applying for a LAWtrust AATL CA01 Certificate in terms of the LAWtrust Registration Authority Charter (LAWtrust AATL CEN-SSCD RA Charter) approved by the LAWtrust Policy Authority (LAWtrust PA); where such authentication and verification is successful, submit the CSR to the LAWtrust AATL CA01, in accordance with the provisions of this LAWtrust AATL CEN-SSCD CPS

- Secure the part of the certificate lifecycle processes for which the RA-Agent assumes responsibility as stated in the LAWtrust AATL CEN-SSCD RA Charter.

1.3.2.2 RA-Agent Identity verification

The identity of a prospective RA-Agent will be verified is the same manner as described in the section covering organisation identity verification clause in 3.2.2.

1.3.3 Subscribers

A Subscriber is a person, entity, or organisation that has been issued a LAWtrust AATL CA01 Certificate. A subscriber will be issued with a Central SSCD, on which the electronic signature creation data (SCD) will be generated. The SCD will be protected by the authentication scheme as specified in the LAWtrust AATL CEN-SSCD RA Charter, ensuring that the subscriber maintains sole control of the SCD. The SCD will include the digital certificate private key. The SSCD will include the public key certificate.

Subscriber

☐ Secure Signature Creation Device (SSCD)

☐ Electronic Signature Creation Data (SCD) *{private key}*

☐ Public Key Certificate

From a subscriber point of view electronic signature creation data (SCD) and private key can be used interchangeably.

1.3.3.1   Applicants

An Applicant is a person, entity, or organisation that has applied for but has not yet been issued a LAWtrust AATL CA01 Certificate.

1.3.4   Relying parties

A Relying Party is a person, entity, or organisation that relies on or uses a LAWtrust AATL CA01 Certificate and/or any other information provided in the LAWtrust repository to verify the digital signature Subscriber.

1.3.5   Other participants

Other participants are entities on whom LAWtrust and or any RA-Agent will rely, in verifying information relating to an Applicant for issuing a LAWtrust AATL CA01 Certificate.

1.4   Certificate usage

The LAWtrust AATL CA01 is capable of manufacturing X.509 V3 digital certificates for the purposes outlined below.

1.4.1   Appropriate certificate uses

LAWtrust AATL CA01 Certificates may be used to digitally sign electronic documents and transactions. In particular:

- Digital signatures

- Non-repudiation

1.4.2 LAWtrust AATL CA01 impact on third-party functionality

Certificates issued by the LAWtrust AATL CA01 will not alter or negatively impact the functionality of any operating system or any third-party software in any manner.

1.4.3 Prohibited certificate uses

LAWtrust AATL CA01 Certificates are not designed or intended for use in or in conjunction with hazardous activities or uses, requiring failsafe performance and the use of the certificates in this regard is strictly prohibited.

Any use falling outside the LAWtrust AATL CA01 Certificate uses described in this LAWtrust AATL CEN-SSCD CPS shall be deemed a prohibited use.

1.5 Policy administration

1.5.1 Organisation administering the document

Law Trusted Third Party Services is the administrator of this document. In order to ensure universal adoption of the Policies, LAWtrust has set up two authoritative bodies comprising of senior management membership. The LAWtrust Policy Authority (LAWtrust PA) shall be responsible for all Policy administration; such policies include documents listed in section 6.6.2. The LAWtrust Operating Authority (LAWtrust OA) is the body responsible for the LAWtrust AATL CEN-SSCD CPS operational implementation, this includes all procedures and standards required to ensure correct implementation of the LAWtrust AATL CEN-SSCD CPS. The LAWtrust AATL CEN-SSCD CPS is based on the policies established by the LAWtrust PA.

1.5.2 Contact Person

The LAWtrust Policy Authority, (LAWtrust PA) shall administer all the policies and practices relating to the LAWtrust Certificate Authorities, this includes the LAWtrust CP, CPS and LAWtrust AATL CEN-SSCD RA Charter. The LAWtrust Operations Authority (LAWtrust OA) shall be responsible for the implementation of the LAWtrust AATL CEN-SSCD CPS and related procedures.

1.5.2.1   Contact detail

The contact information for questions to the LAWtrust PA and LAWtrust OA is:

85 Regency Drive,

Route 21 Corporate Park, Irene,

Centurion, South Africa

Phone +27 (0)12 676 9240

Fax +27 (0)12 665 3997

https://www.lawtrust.co.za

eMail: governance@lawtrust.co.za (PA) or mpkiops@lawtrust.co.za (OA)

1.5.3   Person determining CPS suitability for the policy

The LAWtrust PA shall determine suitability of the LAWtrust AATL CEN-SSCD CPS for the LAWtrust AATL CA01 and the LAWtrust Certificate Policy.

1.5.4   CPS approval procedures

The LAWtrust PA may, in its discretion, modify the LAWtrust AATL CEN-SSCD CPS and the terms and conditions contained herein from time to time.

The LAWtrust AATL CEN-SSCD CPS is developed by the LAWtrust PA and the LAWtrust OA and approved by the LAWtrust Security Committee (SC) and signed off by the PA.

1.5.4.1   Process for CPS change requests

1. Requests are submitted to the PA via email at the email address stipulated in section 1.5.2.1.

2. The PA will

    a. review proposed changes to the CPS,
    b. analyse the impact of the changes together with the OA.
    c. Make recommendations to the LAWtrust SC for approval.

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3. On SC approval, the PA will sign off the changed document and the proposed changes will be planned and implemented taking into account notification procedures as described in sections 1.5.4.2 and 1.5.4.3 below.

1.5.4.2 Low impact modifications

Modifications to the LAWtrust AATL CEN-SSCD CPS that, in the judgment of the LAWtrust PA, will have little or no impact on Applicants, Subscribers, and Relying Parties, may be made with no notification to Applicants, Subscribers, and Relying Parties. Such changes shall become effective immediately upon publication in the LAWtrust Repository.

1.5.4.3 High Impact modifications

Modifications to the LAWtrust AATL CEN-SSCD CPS that, in the judgment of the LAWtrust PA may have a significant impact on Applicants, Subscribers, and Relying Parties, shall be published in the LAWtrust Repository and shall become effective thirty (30) days after notification of such changes.

1.5.4.3.1 Definition of significant impact modifications

Modifications which are considered to have high impact include the following

1. Changes to the subscriber identification process

2. Changes to the reliance limit of the certificates

3. Changes in encryption key generation, storage or usage

1.5.4.4 Version Control

In the event that the LAWtrust PA makes modifications to LAWtrust AATL CEN-SSCD CPS, which require a version number increment, the version number of the LAWtrust AATL CEN-SSCD CPS shall be updated accordingly.

1.5.4.5 Subscriber acceptance of CPS Changes

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Unless a Subscriber ceases to use, removes, and requests revocation of such Subscriber's LAWtrust AATL CA01 Certificate(s) prior to the date on which an updated version of the LAWtrust AATL CEN-SSCD CPS becomes effective, such Subscriber shall be deemed to have consented to the terms and conditions of such updated version of the LAWtrust AATL CEN-SSCD CPS and shall be bound by the terms and conditions of such updated version of the LAWtrust AATL CEN-SSCD CPS.

1.6   Definitions

Term	Definition
applicant	An Entity making an application for a digital certificate.
Asymmetric cryptography	Asymmetric cryptography or public Key cryptography is cryptography in which a pair of keys issued to a subscriber and the keys are used to encrypt and or decrypt messages to achieve authenticity and confidentiality. An applicant applies for a digital certificate, if successful a key pair is generated and a certificate signing request is sent to a certificate Authority which then signs the public key and returns a public key certificate to the applicant. The public key and its corresponding private key are uniquely linked mathematically.
audit trail files	Secured audit log/trail files are stored on the CA server and can only be viewed by authorised personnel logged into the administration interface.
Authentication	Authentication is a mechanism to validate the identity of a user and or a computing device requesting permission to access computing resources or technology services supporting business processes.
Authentication factors	A factor of authentication refers to a mechanism used to facilitate the authentication of a user or devices requesting access to computing resources. The following factors of authentication are universally accepted;

Term	Definition
	Location of the computing interface (controlled access and managed), Something the requester has (Possession of something which is validated), Something the requester knows (secret password or PIN), Something the requester is(biometrics)
Authentication scheme	Industry accepted authentication schemes include one or more factors of authentication. The choice of authentication factors and the process behind establishing credentials within each factor within the chosen scheme determine the strength of the authentication.
CA	See definition of certificate/certification authority.
certificate administrator	A trusted individual that performs certain trusted tasks (e.g. authentication) on behalf of a CA or RA. This person is usually a member of the personnel of such CA or RA.
Certificate	See definition of digital certificate.
certificate/certification authority	A legal Entity that issues, signs, manages, revokes and renews digital certificates.
certificate policy	A named set of rules that indicate the applicability of a digital certificate to a particular community and or class of application with common security requirements. The practices required to give effect to the rules set out in the certificate policy are set out in the certification practice statement.
certification practice statement	In order to comply with the rules, set out in the certificate policy, the CPS details the practices that a certificate authority needs to employ when issuing, managing, revoking, renewing, and providing access to digital certificates, and further includes the terms and conditions under which the certificate authority makes such services available.

Term	Definition
CIPC	Companies and Intellectual Property Commission, Registration of Companies, Co-operatives and Intellectual Property Rights (Trade Marks, Patents, Designs and Copyright)
CP	See definition of certificate policy.
CPS	See definition of certification practice statement.
Chained	A Certificate Chain linking the chain of trust from the highest level of trust, that being the Root CA, any subordinate CA's and or Issuing CA's.
cryptography	Cryptography is about message secrecy, and is a main component in information security and related issues, particularly, authentication, and access control. One of cryptography's primary purposes is hiding the meaning of messages, not usually the existence of such messages.
cryptography services	A service provided to a sender or a recipient of a data message or to anyone storing a data message, and which is designed to facilitate the use of a digital certificate/digital signature scheme for the purpose of ensuring (i) that data or data messages can be accessed or can be put into an intelligible form only by certain persons, (ii) that the authenticity or integrity of such data or data message is capable of being ascertained, (iii) the integrity of the data or data message, or (iv) that the source of the data or data message can be correctly ascertained.
Data	Electronic representations of information in any form.
data message	Data generated, sent, received or stored by electronic means.
digital certificate	A digitally-signed data message that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509, which includes the following information: (i) identity of the Certificate Authority issuing it; (ii) the name or identity of its subscriber, or a

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	device or electronic agent under the control of the subscriber; (iii) a Public Key that corresponds to a Private Key under the control of the subscriber; (iv) the validity period; (v) the Digital Signature created using a private Key of the certificate authority issuing it; and (vi) a serial number.
digital signature	A transformation of a data message using an asymmetric cryptosystem such that a person having the initial data message and the signer's public key can determine whether: (i) the transformation was created using the private key that corresponds to the subscriber's public key; and (ii) the message has been altered since the transformation was made.
digital signature validation	In conjunction with the public key component of the correct public/private key pair, the signature of a data object can be verified by: 1. decrypting the signature object with the public key component to expose the original hash value, 2. re-computing a hash value over the data object, and 3. Comparing the exposed hash value to the re-computed hash value. If the two values are equal the signature is often considered valid.
digitally sign	The act of generating a digital signature for a data message, which is created by: 1. Hashing the object to be signed with a one-way hash function; and 2. Encrypting (signing) the hash value with the private key component of a key pair. The hash value is encrypted instead of the data itself because the encryption function is typically very slow compared to the time it takes to complete the hash of the data. The object created by these two

Term	Definition
	steps is called the signature and is bound to the data message according to an application specific mechanism.
ECT Act 2002	See definition of Electronic Communications and Transaction Act 2002
electronic communication	Communication by means of data messages.
Electronic Communication and Transactions Act, No. 25 of 2002	South African Legislation that provides for the facilitation and regulation of electronic communications and transactions; to provide for the development of a national e-strategy; to promote universal access to electronic communications and transactions and the use of electronic transactions by businesses.
Email	Electronic mail, a data message used or intended to be used as a mail message between the originator and addressee in an electronic communication.
electronic signature creation data or SCD	"electronic signature creation data" means unique data which is used by the signatory to create an electronic signature
End Entity	certificate subject that uses its private key for purposes other than signing certificates
Entity	An individual or natural person or an entity that is registered with CIPC are examples of entities. Note that a Certification Authority, a Registration Authority or an End Entity are Entities. The term Entity excludes trusts, partnerships and sole proprietors
Identity Documents for an Entity who is not a natural person	1. a valid search done through Companies and Intellectual Property Commission (CIPC) or other accredited CIPC search provider or a Disclosure Certificate issued by CIPC, 2. power of attorney or letter of appointment by an authorized signatory of the company, close corporation, or other Entity, authorizing a specific person to apply for or otherwise deal

Term	Definition
	with LAWtrust in relation to the issuing, renewal or replacement of certificates, who will also be the key holder; and 3. A copy of the identity document of any authorized key holder.
Identity documents for Natural persons	Where the subscriber is a natural person, the following documents must be used for the authentication and verification of a subscriber, during initial registration, certificate renewal, routine rekey, rekey after revocation and when processing requests for suspension or revocation, 1. Identity document or Passport for initial registration 2. Accredited certificate for Certificate renewal
Identity document	An identity document is used to verify aspects of a person's identity. Recognised identity documents for natural persons are; For South African citizens, 1. A valid and original "Green" Identity document or National ID Card issued by the South African Department of Home Affairs 2. A valid and original Passport issued by the South African Department of Home Affairs 3. A valid and original temporary identity document issued by the South African Department of Home Affairs For non-South African Nationals, 1. a valid and original Passport issued by the applicant or subscribers' country of origin Home Affairs department.
Integrity	Integrity is a cryptography service that ensures that modifications to data are detectable.
interoperation	In the case of applications by a CA wishing to operate within, or interoperate with, a PKI, this subcomponent contains the criteria by which a PKI, CA, or policy authority determines whether or not the CA

Term	Definition
	is suitable for such operations or interoperation. Such interoperation may include cross-certification, unilateral certification, or other forms of interoperation.
key pair	Two mathematically related cryptographic keys, referred to as a private key and a public key, having the properties that (i) one key (the public key) can encrypt a message which only the other key (the private key) can decrypt, and (ii) even knowing the one key (the public key), it is computationally infeasible to discover the other key (the private key).
LAWtrust Root CA	See also the definition of certification authority. The Root certification authorities managed by LAWtrust including the LAWtrust Root Certification Authority 2048 and the LAWtrust Root Certification Authority 2 (4096)
LAWtrust Subordinate CA Certificate	See definition of digital certificate. All digital certificates issued by a LAWtrust Subordinate.
LAWtrust OA	LAWtrust Management forum responsible for the implementation of the LAWtrust Policy and Practices and the Operations of the LAWtrust PKI environment
LAWtrust PA	LAWtrust Management forum responsible for defining the LAWtrust Policy and Practices and ensuring that the Policies and Practices are adhered to.
LDAP	A software protocol for enabling anyone to locate organisations, individuals, and other resources such as files and devices in a network, whether on the public Internet or on a corporate intranet. LDAP is a "lightweight" (smaller amount of code) version of Directory Access Protocol (DAP), which is part of X.500, a standard for directory services in a network.
Master Services Agreement	The overall commercial contract between LAWtrust their clients.

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Term	Definition
MSA	Master Services Agreement,
non-repudiation	The ability to prevent a party from refusing to fulfil an obligation or denying the truth or validity of an electronic communication facilitated by appropriate use of the LAWtrust Services.
OCSP	Online Certificate Status Protocol is an Internet protocol, employed to ascertain the revocation status of an X.509 digital certificate. An alternative to CRL based checking.
OCSP Responder	An online service hosted by LAWTrust and connected to LAWTrust repositories in order to process OCSP certificate revocation checks.
Operations Authority	The LAWtrust Operations Authority (LAWtrust OA) is a management function within LAWtrust which is responsible for the implementation of the LAWtrust2048 CA2 CPS and related procedures.
Policy Authority	The LAWtrust Policy Authority, (LAWtrust PA) is a management function within LAWtrust which administers all the policies and practices relating to the LAWtrust Certificate Authorities; this includes the LAWtrust CP, CPS and RA's.
private key	The key of a key pair used to create a digital signature and is required to be kept secret.
public key	The key of a Key Pair used to verify a Digital Signature and may be publicly disclosed.
Public key cryptography	Public key cryptography is about using mathematically related keys, a public key and a private key, in order to implement a digital certificate /digital signature scheme, also known as an asymmetric crypto system.
PKI	See definition of public key infrastructure.

Term	Definition
public key infrastructure	The structure of hardware, software, people, processes and policies that collectively support the implementation and operation of a certificate-based public key cryptography scheme.
RA	See definition of registration authority.
registration authority	An Entity that: (i) receives certificate applications, and (ii) validates information supplied in support of a certificate application, (iii) requests a certificate authority to issue a certificate containing the information as validated by the registration authority, and (iv) requests a certificate authority to revoke certificates issued;
Relying Party	A person that relies on a certificate or other data that has been digitally signed.
relying party agreement	An agreement between the certificate authority and a relying party that sets out the terms and conditions governing reliance upon a certificate or data that has been digitally signed
Signature	Any mark made by a person that evidence's that person's intention to bind himself/herself to the contents of a document to which that mark has been appended. Depending on the circumstances, this could be a handwritten signature or a digital signature.
Subscriber	an applicant whose Certificate Application has been approved, and has been issued a certificate, and who is the subject named or otherwise identified in the certificate, controls the private key that corresponds to the public key listed in that certificate, and is the individual to whom digitally signed data messages verified by reference to such certificate are to be attributed.
subscriber agreement	An agreement between the certificate authority and a subscriber that sets out the terms and conditions governing the issuance of a certificate, control of the private key that corresponds to the public key listed in the certificate, acceptable use of the certificate,

Term	Definition
	notification of compromise of the private key, and matters ancillary and related thereto.
Verification	Verification is the act of checking that information is accurate. It is used in the following manor
	a) At registration, the act of evaluating the subscribers' credentials as evidence for their claimed identity;
	b) During use, the act of comparing electronically submitted identity and credentials with stored values to prove identity.
	c) Relying Party will check the certificates used as per the relying Party Agreement.

2. PUBLICATION AND REPOSITORY RESPONSIBILITIES

2.1 Repositories

The LAWtrust PA maintains the LAWtrust repositories to allow access to LAWtrust AATL CA01 related information. The repositories host general LAWtrust AATL CA01 documentation, certificate status information and any further information which may from time to time be required by the LAWtrust PA. There are two categories of repositories.

2.1.1 Document repository

The document repository hosts the policies and general LAWtrust AATL CA01 documentation. Examples of the documents found in this repository include:

- The LAWtrust AATL CEN-SSCD CPS,

- The LAWtrust AATL CEN-SSCD RA Charter,

- Information and agreements relating to the subscription for and reliance on LAWtrust AATL CA01 Certificates;

- LAWtrust AATL CA01 public certificates;

- And any further information which may from time to time be required by the LAWtrust PA.

The information in the document repository is accessible through a web-interface [https://www.lawtrust.co.za/repository] and is periodically updated in terms of this LAWtrust AATL CEN-SSCD CPS.

2.1.2 Certificate status repository

The certificate status checking is available via certificate revocation lists and OCSP. The Digital certificates are retained in the LAWtrust AATL CA01 repository.

2.1.2.1 CRL (web interface access):

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The LAWtrust AATL CA01 Certificate Revocation List (CRL) are accessible through the following web-interfaces http://crl.lawtrust.co.za/crl/LT_AATL_CA01.crl and is periodically updated in terms of this LAWtrust AATL CEN-SSCD CPS.

2.1.2.2 Online Certificate Status Protocol

OCSP Responses are available 24 hours a day, 7 days a week as described in section 4.10.13.

2.2 Publication of certification information

2.2.1 Publication of the LAWtrust AATL CEN-SSCD CPS

This LAWtrust AATL CEN-SSCD CPS, published in the LAWtrust repository, shall be available by web-interface [*https://www.lawtrust.co.za/repository*] at all times subject to any interruption of the LAWtrust website services.

Changes or modifications to this LAWtrust AATL CEN-SSCD CPS shall be published in accordance with directions given by the LAWtrust PA.

2.2.2 Publication and notification policies

Prior to any significant changes to this LAWtrust AATL CEN-SSCD CPS being published, as described in section 1.5, LAWtrust shall provide the following notification with 30 days prior to publication

1. South African Accreditation Authority notification will be in writing;

2. Registration Authorities will be notified via email

3. Subscriber notification will be posted in the LAWtrust Repository.

2.3 Time or frequency of publication

After acceptance by the LAWtrust PA this LAWtrust AATL CEN-SSCD CPS shall be published in the manner described in section **Error! Reference source not found.**.

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This LAWtrust AATL CEN-SSCD CPS shall be reviewed as may be required due to:

- Changes in existing practice, the introduction of new practices, changes in legislation or regulation governing the use of digital certificates or electronic signatures; or

- Changes in the PKI within which the LAWtrust AATL CA01 provide certificates.

- Annual Review of the LAWtrust AATL CEN-SSCD CPS

Changes shall be documented in revised versions of this LAWtrust AATL CEN-SSCD CPS and become effective on the dates indicated in the revised CPS.

2.4   Access controls on repositories

This LAWtrust AATL CEN-SSCD CPS and all other documents published in the LAWtrust Repository will be available to all Applicants, Subscribers and Relying Parties, but may only be modified by the LAWtrust PA. The LAWtrust PA will digitally sign LAWtrust AATL CA01 related documents published in the repository to protect the document's integrity.

3. IDENTIFICATION AND AUTHENTICATION

Before issuing a certificate a RA-Agent shall authenticate the identity and/or attributes of an Applicant to be published in a LAWtrust AATL CA01 Certificate. This section of the LAWtrust AATL CEN-SSCD CPS establishes the criteria for an acceptable application for a LAWtrust AATL CA01 Certificate and for the authentication of persons requesting the revocation of a LAWtrust AATL CA01 Certificate.

3.1   Naming

3.1.1   Types of names

A LAWtrust AATL CA01 Certificate shall include a common name component as required in the X.501 Standard. The common name shall be the name as stated on the applicant's identity document.

3.1.2   Need for names to be meaningful

3.1.2.1   Naming Subscribers for Personal Certificates:

The value of the common name attribute used in naming Subscribers is as a minimum, the combination of a first name and surname of the Subscriber and one other unique identifier for example email address registered on the application or other identifier).

3.1.2.2   Naming Subscribers for Entity Certificates:

The value of the common name attribute used in naming Subscribers for Entity certificates is the name, in the case of any Entity that requires registration as a minimum, the Entity Name or shortened name and the Entity's registration number.

The LAWtrust RA is the only entity which is permitted to issue entity certificates. The RA-Agents are not permitted to issue entity certificates.

3.1.3   Anonymity or pseudonymity of Subscribers

LAWtrust shall only provide anonymous certificates or certificates to individuals under a pseudonym for dedicated Certificate Authority roles.

In cases where the LAWtrust AATL CA01 or RA has to issue certificates for the purposes of testing or demonstration the certificate will be referred to as a "test certificate". These test certificates may be used exclusively for internal testing, demonstration and presentation purposes and not for any secure or confidential communications. Test certificates may be used by authorized users only. The test certificate should have the word "test" appearing in the common name.

3.1.4   Rules for interpreting various name forms

In the provision of personal certificates, the names and other attributes in the certificate distinguished name of persons will provide a unique name.

3.1.5   Uniqueness of names

3.1.5.1   Personal Identities

The combination of the common name and other company specific attributes contained in the Distinguished Name (DN), together with the serial number attributed to the certificate provides a unique electronic identity for the person associated with the certificate. LAWtrust shall not re-use a serial number in respect of a LAWtrust AATL CA01 Certificate.

3.1.5.2 Legal Identities

The Entity Distinguished name will provide uniqueness by including the duly authorised legal entity details in the common name.

3.1.6 Name claim dispute resolution

The common names in LAWtrust AATL CA01 Certificates are issued on a "first come, first served" basis. By accepting a common name for incorporation into a LAWtrust AATL CA01 Certificate, an RA operating under a LAWtrust AATL CA01 does not determine whether the use of such information infringes upon, misappropriates, dilutes, unfairly competes with, or otherwise violates any intellectual property right or any other rights of any person, entity, or organization. The LAWtrust AATL CA01 and any RA's operating under the LAWtrust AATL CA01 neither act as an arbitrator nor provide any dispute resolution between Subscribers or between Subscribers and third-party complainants in respect to the use of any information in a LAWtrust AATL CA01 Certificate.

3.1.7 Recognition, authentication, and role of trademarks

Certain terms such as LAWtrust and AeSign are trademarks of LAWtrust. LAWtrust may make use of other trademarks with permission of the relevant owner of the trademark. Any trademark dispute will be dealt with in terms of Section 9.13 of this CPS.

3.2 Initial identity validation

The RA-Agent will establish reasonable proof of identity of the person depending on the nature of the subscriber (natural person and or other) and the use of the certificate. The LAWtrust AATL CEN-SSCD RA Charter will stipulate the information required for

authentication of the identity and the method of authentication and verification of the information as described in the sections below and as approved by the LAWtrust PA.

3.2.1 Method to prove possession of private key

The method of proving possession of a private key will be authorised by the LAWtrust PA and stated in the LAWtrust AATL CEN-SSCD RA Charter).

3.2.1.1 Possession at registration

At registration, possession of the private key corresponding to a supplied public key is achieved when control of an approved SSCD is handed over to the applicant.

Handing control of a Central SSCD over to applicant subscriber is achieved by the process of the applicant creating the SSCD password overseen by the enrolment officer or governed by a process approved by the LAWtrust PA.

No further proof of possession is required at the time of registration.

If the process of handing over control as described in this section cannot be achieved, then the process described in section 3.2.1.2 below should be adhered to.

3.2.1.2 Possession other that registration

In cases were handing over control as described in this section 3.2.1.1 cannot be achieved, or during processes where the CA or RA require the cryptographic proof of possession of the private key then the process below should be adhered to;

1. The Subscriber should digitally sign a data message with their private key

2. The signed data message together with the subscriber public key and the original unencrypted message should be made available to the RA or CA.

3. The RA or CA will then

   a. Check that the certificate is valid (not revoked, not suspended, not expired).

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b. verify the signature by decrypting the encrypted data message, and compare it to the original data message.

In all instances in which the LAWtrust AATL CEN-SSCD RA Charter does not specifically provide for proof of possession of the private key, the onus of proving possession of the private key will fall on the Subscriber.

3.2.2 Authentication of organisation identity

In the case where the organisation is registered in South Africa, sections 3.2.2.1 and 3.2.2.2 will apply.

In the case where the applicants are citizens of a foreign country and the organisation is registered in that country, the organization will be validated against the foreign country's national database or company registry, using the principles as documented in sections 3.2.2.1 and 3.2.2.2 where applicable. Evidence to confirm such registration may be requested by LAWtrust and must be provided by the organisation.

3.2.2.1 Authentication of a company, close corporation or other legal Entity

Where the subscriber is a company, close corporation or other legal Entity

1. a valid search done through Companies and Intellectual Property Commission (CIPC) or other accredited CIPC search provider or a Disclosure Certificate issued by CIPC,

2. the relevant constitutive documents,

3. a letter on a company letterhead, signed by a duly authorised person indicating the authority for the applicant to apply for the certificate on behalf of the company; and

4. the identity documents applicable for natural persons for the applicant.

3.2.2.2 Authentication of partnerships

Where the subscriber is a partnership,

1. the constitutive documents of the partnership, if applicable and

2. the identity documents applicable for natural persons.

3.2.3 Authentication of individual identity

3.2.3.1 Authentication of natural persons

Where the subscriber is a natural person, the following documents must be used

1. Identity document for initial registration. (See Definition of Identity document in clause **Error! Reference source not found.**).

2. Accredited certificate for Certificate renewal

3.2.3.2 Authentication of a personal identity eMail address

In cases where the LAWtrust AATL CA01 Certificate will be used for digitally signing the RA-Agent will establish reasonable proof that the person or legal Entity submitting the certificate request controls the eMail account associated with the eMail address referenced in the LAWtrust AATL CA01 Certificate.

3.2.4 Non-verified Subscriber information

Certain information gathered for certification may not be verified by a RA-Agent. All the information published in a LAWtrust AATL CA01 Certificate shall be verified by RA-Agent as stipulated by the LAWtrust PA.

3.2.5 Validation of authority

The LAWtrust AATL CA01 is the authority to which any RA's under the LAWtrust AATL CA01 have been created. As such all rights, entitlements or permissions of Subscribers within a RA-Agent are stipulated in the LAWtrust AATL CEN-SSCD RA Charter.

3.2.6 Criteria for interoperation

Suitability and criteria for interoperation will be jointly determined by the LAWtrust PA and the LAWtrust OA.

3.3 Identification and authentication for re-key requests

3.3.1 Identification and authentication for routine re-key

A RA-Agent shall establish proof of identity of the person or entity and authenticate the identity of the Applicant and verify the accuracy of information to be published in a LAWtrust AATL CA01 Certificate subject to a routine re-key in the manner determined in the LAWtrust AATL CEN-SSCD RA Charter. The stringency of authentication of identity and verification of information shall be commensurate with the minimum stipulations of the LAWtrust PA for the certification required.

3.3.2 Identification and authentication for re-key after revocation

The LAWtrust AATL CA01 shall not renew or re-issue LAWtrust AATL CA01 Certificates that have been permanently revoked.

A Subscriber who wishes to use a LAWtrust AATL CA01 Certificate after revocation must apply for a new LAWtrust AATL CA01 Certificate to replace LAWtrust AATL CA01 Certificate that has been revoked.

A Subscriber shall be required to complete a new application process as described in 3.2 including generation of a new key-pair and submission of all information required for an initial application for a LAWtrust AATL CA01 Certificate as stipulated in the LAWtrust AATL CEN-SSCD RA Charter.

On revocation of a LAWtrust AATL CA01 Certificate the Subscriber shall immediately cease using such a LAWtrust AATL CA01 Certificate and remove the LAWtrust AATL CA01 Certificate from any devices and/or software in which it has been installed.

3.4 Identification and authentication for revocation request

A LAWtrust RA shall provide for the manner in which authentication of the identity of any person requesting revocation of a certificate is established. These provisions will be contained in the LAWtrust AATL CEN-SSCD RA Charter which shall be approved by the LAWtrust PA.

3.4.1 Access and permissions to revoke

The only personnel who are authorised to perform revocations must satisfy the following criteria;

1. The appointed RA-Agent must nominate RA-Agent personnel to be the certificate administrators.

2. The nominated RA-Agent personnel must fill in an application form, sign the application form

3. The application form must be collected in person by a LAWtrust appointed resource, who will perform a face to face identity verification and view the identity document presented, or equivalent.

On application form receipt and approval, the LAWtrust administrator will create the administrator on the LAWtrust AATL CA01. The permissions will be restricted to the specific RA-Agent concerned.

In the case of an API being used, the request is authenticated via the unique identifier.

3.4.2 Revocation Request format

Revocation requests may be sent to the RA-Agent email address as specified in the LAWtrust AATL CEN-SSCD RA Charter.

1. The format of the request should include the following

2. Requester name, designation and organisation

3. Reason for and severity of the revocation request

   a. Severity 1: suspected key and or password compromise,

   b. Severity 2: lost, stolen or corrupted key store,

   c. Severity 3: Business related reason (end of business relationship of change in permissions) or other valid reasons.

4. Provide details of the events leading up to the point of defining a reason

5. Date and time of any events, relating to the reason for the revocation request.

6. The request should be digitally signed by the requester

3.4.3   Procedures to verify a revocation request

A revocation request will be verified in the manner stipulated in section 4.10.4.

If the request originates from the subscriber or other appropriately authorised party the certificate to be revoked, the administrator will

1. Verify that the request originates from an administrator of an appointed RA.

2. Verify the digital signature of the email if signed.

3. Make every effort to verify the email address of the subscriber, by records or by challenge response

4. Make every effort to contact with the organisation of the requester to inform them.

3.4.4   Procedures for processing revocation requests

Once the administrator has received the request, the administrator will verify the request and respond to the request within the timeline specified for each severity.

In the procedure below all time is measured from when the request is received by the RA administrator.

3.4.4.1   Severity 1: suspected key and or password compromise,

1. Revocation performed by the Administrator within 4 hours of the revocation request being acknowledged,

2. CRL update occurs within a few minutes of revocation being performed.

3. OCSP update cycle, 30 minutes

3.4.4.2   Severity 2: lost, stolen or corrupted SSCD

1. Revocation performed within 8 hours of the revocation request being acknowledged.,

2. CRL update occurs within a few minutes of revocation being performed.

3. OCSP update cycle, 30 minutes

3.4.4.3   Severity 3: Business related

1. Revocation performed within 24 hours of the revocation request being acknowledged,

2. CRL update occurs within a few minutes of revocation being performed.

3. OCSP update cycle, 30 minutes

4. CERTIFICATE LIFE-CYCLE OPERATIONAL REQUIREMENTS

LAWtrust appoints the RA-Agent's to perform the certificate lifecycle operations and management according to the processes specified in the LAWtrust AATL CEN-SSCD RA Charter. The process of a RA-Agent authorisation and appointment is set out in clause 1.3.2 of this CPS as stipulated in the SAAA Accreditation Regulations on the delegation of certificate lifecycle functions to agents.

All RA-Agent responsibilities relating to the processes and security are included in the LAWtrust AATL CEN-SSCD RA Charter. Any variations (peculiar to a LAWtrust RA) from the LAWtrust AATL CEN-SSCD RA Charter, will be documented in a Process Flow Annexure.

4.1   Notification mechanism

Certificate lifecycle notification between the LAWtrust RA and the applicant\Subscriber or between the CA and the applicant\subscriber will provide for an audit trail evidencing that the notification occurred.

4.2   Certificate application

4.2.1   Who can submit a certificate application?

An Applicant or an Applicant's manager performing duties as stipulated in the LAWtrust AATL CEN-SSCD RA Charter may submit a certificate application to the approved LAWtrust RA. RA-Agents are not permitted to issue entity certificates.

The LAWtrust AATL CA01 shall, under this LAWtrust AATL CEN-SSCD CPS, issue:

1. LAWtrust AATL CA01 Certificates in respect of natural persons.

2. LAWtrust AATL CA01 Certificates in respect of recognised entities.

4.2.2   Enrolment process and responsibilities

4.2.2.1   Applicants

1. Complete and submit to a LAWtrust RA an application for a LAWtrust AATL CA01 Certificate providing all information requested, without any errors, misrepresentations or omissions;

2. In making the application, agree to be bound by the terms of this LAWtrust AATL CEN-SSCD CPS and the applicable Subscriber Agreement;

3. Make payment to the LAWtrust AATL CA01 and/or LAWtrust RA of all fees and charges in respect of the application for the issue of the LAWtrust AATL CA01 Certificate.

4.2.2.2   Registration Authority Agent LAWtrust RA

On receipt of a properly completed application, a RA-Agent shall process the application and verify the information provided in terms of 3.2.

If the application or information provided to the RA-Agent is deficient, the RA-Agent shall:

1. Use reasonable efforts to notify the applicant of the deficiency and of the refusal of the application.

If the verification of the information submitted to the LAWtrust RA is successful, then;

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1. The LAWtrust RA shall submit the information required to issue a certificate to the LAWtrust AATL CA01;

2. The LAWtrust AATL CA01 will perform the following;

   a. create a signing account for the applicant

   b. Generate the applicant key pair

   c. Encrypt the applicant private key with the KEK

   d. Export the KEK encrypted private key and store it in signing account (SSCD) for the applicant

   e. Generate a CSR and issue the public key certificate for the applicant which now become a subscriber

After the issue of the LAWtrust AATL CA01 Certificate neither the LAWtrust AATL CA01 nor any LAWtrust RA's will have any obligation to perform any ongoing monitoring, investigation or verification of the information provided in the certificate application.

4.3   Certificate application processing

4.3.1   Performing identification and authentication functions

The LAWtrust AATL CA01 shall process an application for the issue of a LAWtrust AATL CA01 Certificate only after a LAWtrust RA has performed the authentication and verification checks provided for in the LAWtrust AATL CEN-SSCD RA Charter.

4.3.1.1   Verification checks to be performed

The following verification checks will be performed to confirm the identity of the applicant\subscriber;

1. Perform face-to-face identification of the subscriber or authorised key holder. This process entails comparing the applicant\subscriber facial features with the photo in an approved identity document.

2. The face-to-face identification process will be performed in such a way that the process is demonstrable and auditable.

3. Verify and further information submitted by the subscriber which will be included in the certificate contents.

Once the authentication and verification process has been completed the LAWtrust RA shall retain all relevant information and confirmation of the authentication or verification, in conformance with the requirements of the LAWtrust PA, as set out in section 5.5 of this CPS.

4.3.2   Approval or rejection of certificate applications

Approval of a certificate application will result in the process continuing. Application rejection may result in notification by the LAWtrust RA to the applicant of the reason for the rejection, as set out in section 4.2.2.

4.3.3   Time to process certificate applications

Any application for a certificate should be processed within the time stipulated in the LAWtrust AATL CEN-SSCD RA Charter. The LAWtrust AATL CA01 will process the request immediately on receiving such a request.

4.3.4   Time to publish certificates in the certificate directory

The LAWtrust AATL CA01 will publish digital certificates into the certificate directory, immediately on processing such a request.

4.4   Certificate issuance

4.4.1   CA actions during certificate issuance

The LAWtrust AATL CA01 can only accept certificate issuance requests from authorised LAWtrust RA instances. These RA components are authenticated using a secure certificate management protocol between the LAWtrust RA component and the LAWtrust AATL CA01. After satisfying itself that the authentication have been executed, the LAWtrust AATL CA01 may generate and digitally sign the LAWtrust AATL CA01 Certificate applied for in accordance with the certificate profile described in 7.1 of this LAWtrust AATL CEN-SSCD CPS.

4.4.1.1   Subscriber private key generation and storage

The subscriber's private key is generated by the CA on a secure system on behalf of the subscriber. The private key can be stored in the following approved key stores

1. On a central SSCD

4.4.1.2   Life cycle management of the SSCD.

Central SSCDs are created by the CA on behalf of the subscriber in the following manner

1. Central SSCDs are created by the CA when the CA receives the information from the LAWtrust RA.

2. The central SSCD's consist of a database entry including the following items

   a. The signing account

   b. The signing account unique identifier

   c. Private key encrypted with a KEK

   d. Public key certificate

4.4.2   Notification to Subscriber by the RA of issuance of certificate

On successful issuance of the certificate, the LAWtrust RA (or agent software) shall make reasonable efforts to notify the subscriber as described in section 4.1 that the certificate has issued.

4.5   Certificate acceptance

4.5.1   Conduct constituting certificate acceptance

After issuance of the LAWtrust AATL CA01 Certificate and notification addressed to the Subscriber, the Subscriber shall check that the content of the LAWtrust AATL CA01 Certificate is correct.

Unless notified to the contrary by the Subscriber of any inaccuracies in the LAWtrust AATL CA01 Certificate, the LAWtrust AATL CA01 Certificate shall be deemed to have been

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accepted by the Subscriber and the information contained in the LAWtrust AATL CA01 Certificate deemed to be accurate.

By using the LAWtrust AATL CA01 Certificate in any manner contemplated in this LAWtrust AATL CEN-SSCD CPS, the Subscriber accepts the accuracy of the information contained in the LAWtrust AATL CA01 Certificate.

If the LAWtrust RA is notified of any inaccuracies in the LAWtrust AATL CA01 Certificate by the Subscriber the LAWtrust AATL CA01 Certificate shall be revoked in terms of the provisions of section 3.4 of this LAWtrust AATL CEN-SSCD CPS.

4.5.2   Publication of the certificate by the CA

Post issuance the certificate is published in the LAWtrust AATL CA01 database.

4.5.3   Notification of certificate issuance to other Entities

There are no further communications to other Entities.

4.6   Key pair and certificate usage

4.6.1   Subscriber private key and certificate usage

The Subscriber shall only use the private key associated with the certificate after the issue of the certificate and shall not use the private key associated with the certificate after the revocation or expiry of the LAWtrust AATL CA01 Certificate.

The Subscriber shall use his/her private key and the LAWtrust AATL CA01 Certificate in strict compliance with the Subscriber Agreement entered between the Subscriber and LAWtrust and this LAWtrust AATL CEN-SSCD CPS.

4.6.1.1   Financial limitations on certificate usage

The value of transactions, financial and other, will be defined by the RA's in their commercial contracts with their business partners or employees using the certificates. Financial liability for certificate usage will be stipulated in the commercial agreements between LAWtrust and all RA's.

4.6.2   Relying Party public key and certificate usage

Relying Parties shall comply strictly with the provisions of the LAWtrust Relying Party Agreement and shall be responsible for checking the status of any LAWtrust AATL CA01 Certificate before relying on the certificate.

The relying Party Agreement can be found at the following URL;

https://www.lawtrust.co.za/repository

4.6.3   Subscriber private key generation and storage

The subscriber's private key must be generated under the sole control of the subscriber. The private key can be stored on a central SSCD.

There is no client SSCD service.

4.6.4   Life cycle management of the SSCD.

The central SSCD which is created and managed by LAWtrust can be described as follows

1. The Central SSCD is created in the trustworthy systems database

2. It is used under the sole control of the Subscriber

3. When no longer required the SSCD is not recycled.

4.7   Certificate renewal

LAWtrust AATL CA01 Certificates may be renewed provided that the LAWtrust RA conducts and confirms that it has conducted the necessary authentication and verification checks for the purposes of the certificate renewal in accordance with the LAWtrust AATL CEN-SSCD RA Charter approved by the LAWtrust PA. Autorenewal may be performed following the process in section 4.7.1 below.

4.7.1   Circumstance for certificate renewal

LAWtrust AATL CA01 Certificates should be renewed under the following circumstances

1. All LAWtrust AATL CA01 certificates should be renewed prior to the certificate "valid until" date.

2. The subscriber agrees to the autorenewal of the certificate.

3. The CA will perform the following checks prior to renewal.

    a. Is the certificate an accredited certificate?

    b. Is the certificate valid?

4.7.2   Who may request renewal?

LAWtrust AATL CA01 certificate renewal can be requested by the following

1. The LAWtrust AATL CA01 Subscriber

2. An approved LAWtrust AATL CA01 LAWtrust RA

In the case of autorenewal, the subscriber agrees to the auto-renewal of the certificate, the renewal is not formally requested.

4.7.3   Processing certificate renewal requests

If a Subscriber's LAWtrust AATL CA01 Certificate requires automatic renewal, the LAWtrust AATL CA01 will automatically renewal the certificate and notify the RA-Agent.

If a Subscriber's LAWtrust AATL CA01 Certificate requires manual renewal, the RA-Agent will request renewal from the LAWtrust AATL CA01 which in turn will renew the certificate and notify the RA-Agent.

4.7.4   Notification of new certificate issuance to subscriber

If a Subscriber's LAWtrust AATL CA01 Certificate requires renewal, the LAWtrust RA that issued the subscribers Certificate shall make a reasonable effort to notify the Subscriber via a mechanism as described in section 4.1.

4.7.5   Conduct constituting acceptance of a renewal certificate

After renewal of the LAWtrust AATL CA01 Certificate, the Subscriber shall check that the content of the LAWtrust AATL CA01 Certificate is correct.

Unless notified to the contrary by the Subscriber of any inaccuracies in the LAWtrust AATL CA01 Certificate, the LAWtrust AATL CA01 Certificate shall be deemed to have been accepted by the Subscriber and the information contained in the LAWtrust AATL CA01 Certificate deemed to be accurate.

4.7.6   Publication of the renewal certificate by the CA

Post renewal the renewed certificate is published in the LAWtrust AATL CA01 database.

4.7.7   Notification of certificate issuance by the CA to other entities

There are no further communications to other entities.

4.8   Certificate re-key

A Re-key of a LAWtrust AATL CA01 certificate means creating a new public key, issuing a new certificate with the new public key and serial number, verification of the subject information. The validity dates of the new certificate may differ from the prior certificate in the following manner (validity date, key identifiers, CRL and OCSP distribution points and signing key).

The LAWtrust AATL CA01 shall re-key a certificate revocation of the certificate provided that the RA-Agent. conducts and confirms that it has conducted the necessary authentication and verification checks for the purposes of the certificate re-key in accordance with the LAWtrust AATL CEN-SSCD RA Charter approved by the LAWtrust PA.

4.8.1   Circumstance for certificate re-key

The LAWtrust AATL CA01 shall re-key a certificate under the following conditions;

1. a subscriber requests a certificate and the subscriber certificate has in the past been revoked or has expired.

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2. a subscriber suspects that access to the private key is compromised.

3. A subscriber has requested that information in the certificate is amended.

In the cases described above the subscriber is required to undergo the full registration process in accordance with the LAWtrust AATL CEN-SSCD RA Charter approved by the LAWtrust PA.

4.8.2 Who may request certification of a new public key?

LAWtrust may perform a certificate rekey at its own discretion or at request of an RA or at request by a subscriber.

4.8.3 Processing certificate re-keying requests

In the case that any certificate detail such as subscriber private Key, identity and domain information remain unchanged, a new certificate will be issued.

4.8.4 Notification of new certificate issuance to subscriber

If a Subscriber's LAWtrust AATL CA01 Certificate requires re-key, the RA-Agent. that requested renewal of the Subscriber's LAWtrust AATL CA01 Certificate shall make a commercially reasonable effort to notify the Subscriber via a mechanism as described in section 4.1.

4.8.5 Conduct constituting acceptance of a re-keyed certificate

Unless notified to the contrary by the Subscriber of any inaccuracies in the LAWtrust AATL CA01 Certificate, the LAWtrust AATL CA01 Certificate shall be deemed to have been accepted by the Subscriber and the information contained in the LAWtrust AATL CA01 Certificate deemed to be accurate.

4.8.6 Publication of the re-keyed certificate by the CA

Post re-key the rekeyed certificate is published in the LAWtrust AATL CA01 database.

4.8.7 Notification of certificate issuance by the CA to other entities

There are no further communications to other entities.

4.8.8   CA certificate re-key

The LAWtrust AATL CA01 Certificates, signed by the LAWtrust Root Certification Authority 2048, contain a Certificate expiration date. When the LAWtrust AATL CA01 reaches this expiration date, LAWtrust will re-key the CA, and process the resulting Certificate Signing Request via the LAWtrust Root Certification Authority. LAWtrust shall make a commercially reasonable effort to notify all Registration Authorities of the pending expiration of the LAWtrust AATL CA01 Certificate by sending an eMail to the technical contact listed in the LAWtrust Registration Authority contact list. A notification will also be published in the LAWtrust Repository. Upon expiration of the LAWtrust AATL CA01 Certificate, all Registration Authorities and their Subscribers shall immediately cease using the Certificate and shall remove the LAWtrust AATL CA01 Certificate from any devices and/or software in which it has been installed.

4.9   Certificate modification

The LAWtrust AATL CA01 shall not modify certificates.

4.9.1   Circumstance for certificate modification

No Stipulation.

4.9.2   Who may request certificate modification?

No Stipulation.

4.9.3   Processing certificate modification requests

No Stipulation.

4.9.4   Notification of new certificate issuance to subscriber

No Stipulation.

4.9.5   Conduct constituting acceptance of modified certificate

No Stipulation.

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4.9.6   Publication of the modified certificate by the CA

No Stipulation.

4.9.7   Notification of certificate issuance by the CA to other entities

There are no further communications to other entities.

4.10   Certificate revocation and suspension

A certificate is suspended if an event which may result in a revocation is suspected and not confirmed. A certificate is revoked when there is reasonable evidence to believe that certain events took place which warrant the revocation of the certificate as more specifically defined in 4.10.2.

The LAWtrust AATL CA01 shall revoke a LAWtrust AATL CA01 Certificate after receiving a valid revocation request from any RA-Agent.

A RA-Agent. shall be entitled to request revocation of a certificate and the LAWtrust AATL CA01 shall be entitled to revoke Subscriber's LAWtrust AATL CA01 Certificates, if the RA-Agent. or LAWtrust AATL CA01 acquires knowledge of or has a reasonable basis for believing that any of the events as described in section 4.10.2 has occurred.

4.10.1   Types of Suspension

4.10.1.1   Suspension using the LAWtrust Signing Portal

The LAWtrust signing portal does not provide for certificate suspension, it only provides for account suspension which does not suspend the certificate. It does however suspend the account and the subscriber is unable to create digital signatures with their digital certificate.

4.10.1.2   Suspension using the LAWtrust Signing API

The LAWtrust signing API does allow for the suspension of a digital certificate and when suspended the certificate serial number is temporarily posted in the digital certificate crl. When unsuspended the certificate serial number is removed from the crl.

4.10.2   Circumstances for revocation

A Subscriber shall request revocation of a LAWtrust AATL CA01 Certificate if the Subscriber has a suspicion or knowledge of a compromise of the Subscriber's private key or that the information contained in LAWtrust AATL CA01 Certificate has become inaccurate, incomplete, or misleading as a result of change in circumstances relating to the Subscriber.

A request for revocation by a Subscriber shall be submitted to a RA-Agent. and processed according to the processes defined in section 4.10.4 and the LAWtrust AATL CEN-SSCD RA Charter (with the Subscriber's application for a new LAWtrust AATL CA01 Certificate if applicable).

LAWtrust AATL CA01 Certificates may be revoked under authority from the LAWtrust Operations Authority under the following circumstances:

1. Abuse of the digital certificate by the subscriber.

2. Subscriber's request.

3. Any change in the information contained in the LAWtrust AATL CA01 Certificate issued to a Subscriber;

4. Subscriber suspected of fraudulent activity.

5. The compromise of the LAWtrust AATL CA01 private key, or if applicable, the compromise of a superior Certification Authority's private key;

6. Breach by the Subscriber of any of the terms of this LAWtrust AATL CEN-SSCD CPS or the Subscriber Agreement entered into with the Subscriber;

7. Non-payment of fees in respect of any services provided by LAWtrust or RA-Agent.

8. Issue or use of the certificate not in accordance with the LAWtrust AATL CEN-SSCD CPS.

9. If a subscriber dies and after receiving a certified copy of the subscriber's death certificate.

10. On receipt of documentary proof that a subscriber that is a legal person has been wound up, or deregistered or has ceased to exit.

11. The LAWtrust AATL CA01 or LAWtrust Root CA 2048 expires.

12. A determination by the LAWtrust AATL CA01 or a RA-Agent. that the certificate was not issued in accordance with this LAWtrust AATL CEN-SSCD CPS or the provisions of the Subscriber's Agreement entered into with the Subscriber; or

13. Any other reason that the LAWtrust AATL CA01 reasonably believes may affect the integrity, security, or trustworthiness of a LAWtrust AATL CA01 Certificate.

Revocation of a LAWtrust AATL CA01 Certificate shall not affect any of the Subscriber's contractual obligations under this LAWtrust AATL CEN-SSCD CPS or the Subscriber's Agreement entered into by the Subscriber or any Relying Party Agreements.

4.10.3   Who can request revocation?

A Subscriber may request revocation of his/her LAWtrust AATL CA01 Certificate at any time and for any reason. Subscriber requests for revocation will be facilitated by the RA-Agent.

The LAWtrust AATL CA01 or RA-Agent may request revocation of a LAWtrust AATL CA01 Certificate if it reasonably believes that the subscriber no longer requires the certificate or the LAWtrust AATL CA01 Certificate or private key associated with the LAWtrust AATL CA01 Certificate has been compromised.

Before revoking a certificate at the request of a Subscriber the LAWtrust AATL CA01 shall use commercially reasonable efforts to validate the identity of the Subscriber or the person representing the Subscriber and shall not be required to revoke the LAWtrust AATL CA01 Certificate until it is satisfied as to the identity of the Subscriber. The Subscriber shall comply with any reasonable requests of the LAWtrust AATL CA01 relating to validating the identity of the Subscriber making a revocation request.

4.10.4   Procedure for revocation request

A RA-Agent shall authenticate a request by a Subscriber for revocation of his/her LAWtrust AATL CA01 Certificate by requiring:

4.10.4.1   Initiate revocation requests

A Subscriber shall initiate a revocation request following the process as documented in section 3.4.2

4.10.4.2   Verification and Authentication of revocation requests

Revocation requests to RA-Agent by subscribers will be authenticated by verifying that the requester was issued with a digital certificate by the LAWtrust AATL CA01 via the RA-Agent. The subscriber verification check will include checking that the subscriber email address in the digital certificate is indeed the email address used to initiate the revocation request.

Revocation requests to the RA-Agent via a RA-Agent will be authenticated by checking whether the RA-Agent

has a contractual agreement with the LAWtrust AATL CA01 and that the agent is authorised to facilitate the issuance of a LAWtrust AATL CA01 digital certificate to the subscriber.

4.10.4.3   Perform the revocation

Once the verification and authorisation of the revocation request has been performed the administrator will change the status of the certificate to revoked and include the reason for the revocation as provided in section 3.4.2

4.10.4.4   Notification of revocation

Notification and certificate status publication process will be followed.

1. If a Subscriber's LAWtrust AATL CA01 Certificate is revoked for any reason, the RA-Agent that requested revocation of the Subscriber's LAWtrust AATL CA01 Certificate shall make a commercially reasonable effort to notify the Subscriber by sending an eMail to the eMail address provided in the certificate application.

2. The LAWtrust AATL CA01 certificate revocation lists will be updated as per the schedule specified in section 3.4.4. The serial number of the revoked LAWtrust AATL CA01 Certificate will be posted to the CRL located at the locations specified in section 2.1.2.

4.10.5   Bulk Revocation request

A RA-Agent may request a LAWtrust AATL CA01 to revoke LAWtrust AATL CA01 Certificates in bulk in accordance with the provision of the LAWtrust AATL CEN-SSCD RA Charter as approved by the LAWtrust PA.

4.10.5.1   Identifying the certificates to be included in a bulk revocation

The certificates to be included in a bulk suspension are identified by any circumstances as described in section 4.10.2

4.10.5.2   Procedure for bulk revocation request

A RA-Agent may request a LAWtrust AATL CA01 to revoke LAWtrust AATL CA01 Certificates in bulk in accordance with the provision of the LAWtrust AATL CEN-SSCD RA Charter as approved by the LAWtrust PA.

The LAWtrust AATL CA01 certificate administrator on receiving the bulk revocation request with the details of the Subscribers' accounts and LAWtrust AATL CA01 Certificate serial numbers, shall prepare a list of certificate accounts to be send to the LAWtrust AATL CA01 for bulk revocation.

The LAWtrust AATL CA01 on receiving the bulk revocation request submitted by the LAWtrust certificate administrator, shall determine the timeframes for the bulk revocation using information provided in section 3.4.4, process the bulk revocation request and post

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the serial numbers of the revoked LAWtrust AATL CA01 Certificates to the CRL in the LAWtrust repositories as specified in section 2.1.2.

Notification and publication of the LAWtrust AATL CA01 certificate revocation lists will be updated as per the schedule specified in section 3.4.4.

4.10.6   Revocation request grace period

In the case of a private key compromise or suspected private key compromise, the Subscriber shall initiate a request to revoke the associated LAWtrust AATL CA01 Certificate immediately upon detection of the compromise or suspected compromise.

Revocation requests for other required reasons shall be made as soon as reasonably practicable as per the process documented in section 3.4.4.

4.10.7   Time to process the revocation request

The LAWtrust AATL CA01 shall issue CRL's at least once every 24 hours. In certain circumstances CRL's may also be issued between these intervals, such as in the event of detection of a serious compromise. For more information, see section 3.4.4.

4.10.8   Revocation checking requirement for Relying Parties

Relying parties shall check CRL's on a daily basis to ensure reliance on LAWtrust AATL CA01 Certificates or if available, at any given point via the OCSP Responder as identified within each certificate in the chain.

4.10.9   CRL issuance frequency

The LAWtrust AATL CA01 CRL issuance frequency is explained in section 3.4.4.

4.10.10   Maximum latency for CRL's

The maximum LAWtrust AATL CA01 CRL latency is 24 hours in the case where there are no revocations during that 24-hour period.

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4.10.11 On-line revocation/status checking availability

A Relying Party shall check whether the LAWtrust AATL CA01 Certificate that the Relying Party wishes to rely on has been revoked. A Relying Party shall check the CRL maintained in the appropriate repository or via the appropriate OCSP Responder to determine whether the LAWtrust AATL CA01 Certificate that the Relying Party wishes to rely on has been revoked. In no event shall LAWtrust or any Registration Authority operating under the LAWtrust AATL CA01, or any sub-contractors, distributors, agents, suppliers, employees, or directors of any of the foregoing be liable for any damages whatsoever due to:

1. The failure of a Relying Party to check the revocation or expiry of a LAWtrust AATL CA01 Certificate; or

2. Any reliance by a Relying Party on a LAWtrust AATL CA01 Certificate that has been revoked or that has expired.

3. Any reliance by a Relying Party on a LAWtrust CEN-SSCD CA Certificate that has been fraudulently used or used for the commission of fraudulent activities

4.10.12 On-line revocation checking requirements

A relying party must confirm the validity of a certificate in accordance with section 4.10.8 prior to relying on it or any cryptographic datum created using it.

4.10.13 Other forms of revocation advertisements available

The CRL in the LAWtrust repository contains the revoked certificates and these may be searched by their serial numbers.

The OCSP Responder service provides status information pertaining to a specified certificate serial number, submitted in the request. The service is available at http://ocsp.lawtrust.co.za.

4.10.14   Special requirements for key compromise

If a Subscriber suspects or knows that a private key corresponding with the public key contained in the Subscriber's LAWtrust AATL CA01 Certificate has been compromised, the Subscriber shall immediately notify the LAWtrust RA that processed the Subscriber's LAWtrust AATL CA01 Certificate Application using the procedures set out in 4.10.4 of such suspected or actual compromise.

The Subscriber shall immediately stop using the LAWtrust AATL CA01 Certificate and shall remove such LAWtrust AATL CA01 Certificate from any devices and/or software on which the LAWtrust AATL CA01 Certificate has been installed;

The Subscriber shall be responsible for investigating the circumstances of such compromise or suspected compromise and for notifying the LAWtrust AATL CA01 and any Relying Parties that may have been affected by such compromise or suspected compromise.

4.10.15   Circumstances for suspension

A LAWtrust RA may suspend a LAWtrust AATL CA01 Certificate if the Subscriber is not in good standing with the LAWtrust AATL CA01 or the LAWtrust RA or the Subscriber fails to adhere to the provisions of this LAWtrust AATL CEN-SSCD CPS or the LAWtrust AATL CEN-SSCD RA Charter.

4.10.15.1   Maximum number of allowed suspensions

There is no limit on the number of allowed suspensions a RA-Agent may place on a LAWtrust AATL CA01 Certificate, except if this is specifically stated in the LAWtrust AATL CEN-SSCD RA Charter.

4.10.15.2   Who can request the lifting of a certificate suspension?

A LAWtrust RA may request a LAWtrust AATL CA01 to lift the suspension of a LAWtrust AATL CA01 Certificate without prior notice to the Subscriber. The LAWtrust RA shall make a commercially reasonable effort to notify the Subscriber of the lifting of the suspension

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by sending an eMail, unless a different mechanism is specified in the LAWtrust AATL CEN-SSCD RA Charter, to the eMail address provided in the certificate application.

4.10.15.3 Procedure for the lifting of a suspension request

A LAWtrust RA may request a LAWtrust AATL CA01 to lift the suspension of a Subscriber certificate in accordance with the provision of the LAWtrust AATL CEN-SSCD RA Charter as approved by the LAWtrust PA. This includes the process for bulk lifting of suspension requests.

4.10.15.4 Circumstances for lifting certificate suspension

A certificate is suspended if an event which may result in a revocation is suspected and not confirmed. If the evidence supporting the suspicion is later found to be invalid the this would be grounds for lifting the suspension.

4.10.16 Who can request suspension?

A LAWtrust RA may request a LAWtrust AATL CA01 to suspend a Subscriber certificate without prior notice to the Subscriber. The LAWtrust RA shall make a commercially reasonable effort to notify the Subscriber of the suspension by sending an eMail, unless a different mechanism is specified in the LAWtrust AATL CEN-SSCD RA Charter, to the eMail address provided in the certificate application.

4.10.17 Procedure for suspension request

A LAWtrust RA may request a LAWtrust AATL CA01 to suspend a subscriber certificate in accordance with the provision of the LAWtrust AATL CEN-SSCD RA Charter as approved by the LAWtrust PA.

The LAWtrust AATL CA01 receiving the suspension request shall, within a few minutes of performing the suspension, post the serial number of the suspended certificate to the CRL in the appropriate LAWtrust repository as specified in section 3.4.4.

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If a Subscriber's LAWtrust AATL CA01 certificate is suspended for any reason, the LAWtrust RA that requested suspension of the Subscriber's LAWtrust AATL CA01 certificate shall make a commercially reasonable effort to notify the Subscriber by sending an eMail to the eMail address provided in the certificate application.

4.10.17.1   Procedure for bulk suspension request

A LAWtrust RA may request the LAWtrust AATL CA01 to suspend Subscriber certificates in bulk in accordance with the provision of the LAWtrust AATL CEN-SSCD RA Charter as approved by the LAWtrust PA.

The LAWtrust AATL CA01 certificate administrator on receiving the bulk suspension request with the details of the Subscribers' accounts and the certificate serial numbers, shall prepare a list of certificate accounts to be send to the LAWtrust AATL CA01 for bulk suspension.

The LAWtrust AATL CA01 on receiving the bulk suspension request submitted by the LAWtrust certificate administrator, shall within a few minutes of performing the bulk suspension post the serial numbers of the suspended certificates to the CRL in the appropriate LAWtrust repository as specified in section 3.4.4.

If the Subscribers' LAWtrust AATL CA01 certificates are suspended for any reason, the LAWtrust RA that requested suspension of the Subscribers' certificates shall make a commercially reasonable effort to notify the Subscribers by sending an eMail to the eMail address provided in the certificate applications.

4.10.18   Limits on suspension period

A LAWtrust RA may suspend a LAWtrust AATL CA01 Subscriber certificate for a period not exceeding the validity of the certificate.

4.11   Certificate status services

4.11.1   Operational characteristics

The LAWtrust AATL CA01 certificate status services make use of certificate revocation lists and online Certificate Status Protocol (OCSP) where appropriate.

4.11.2   Service availability

The LAWtrust AATL CA01 certificate status services are available 24 hours a day, with reasonable time provided for maintenance.

4.11.3   Optional Features

The LAWtrust AATL CA01 shall maintain a CRL at least every 24 (twenty-four) hours, with a minimum validity of 24 (twenty-four) hours.

The LAWtrust AATL CA01 shall reissue CRL's from time to time to ensure the availability of service for parties relying on the CRL.

The LAWtrust OCSP Responder service provides revocation status information in real time and is availabe 24 hours a day, with reasonable time provided for maintenance.

4.12   End of Subscription

The LAWtrust AATL CA01 subscriber subscription ends when a certificate is revoked, expired or the service is terminated.

4.13   Key escrow and recovery policy and practices

The LAWtrust AATL CA01 will not provide a key escrow service.

4.13.1   Key Escrow and recovery policy and practices

No stipulation.

4.13.2   Session key encapsulation and recovery policy and practices

No stipulation.

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5. FACILITIES MANAGEMENT, AND OPERATIONAL CONTROLS

5.1   Physical controls

All physical security incidents and violations have to be reported to the LAWtrust OA and PA as a matter of urgency.

5.1.1   Site location and construction

The LAWtrust AATL CA01 hardware and software are hosted in a high security vault in a data centre with physical security and access control procedures that meet or exceed industry standards.

5.1.2   Physical access

Physical access to the LAWtrust AATL CA01 is strictly controlled.   Only authorised LAWtrust representatives may arrange to gain access to the CA's vault in the data centre and they are identified by biometric access control.

All authorised personnel and all persons accompanying them under their authority need to sign an access register at the data centre Security Office. To access the LAWtrust AATL CA01 at the data centre a minimum of two authorised LAWtrust representatives are required, one with the physical key and the biometric access control to the vault, and one with the physical key to access the rack where the CA's are hosted within the vault.

This access shall be logged and recorded by the data centre security personnel; all the relevant biometric readers and the LAWtrust AATL CA01 vault access register.

5.1.2.1   Physical access systems testing

Where LAWtrust makes use of a third party to implement, manage and maintain physical access to LAWtrust CA facilities, LAWtrust shall implement testing of access systems or obtain evidence of the testing of such systems.

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5.1.3 Power and air conditioning

The data centre is provided with power backup and is fully air-conditioned.

5.1.4 Water exposures

The data centre is protected against water exposure.

5.1.5 Fire prevention and protection

The data centre facility is fully wired for fire detection, alarm and suppression. Routine, frequent inspections of all systems are made to assure adequate operation.

5.1.6 Media storage

All backup media is stored in a separate location that is physically secure and protected from fire and water damage.

5.1.7 Waste disposal

Waste is removed or destroyed in accordance with industry best practice. Media used to store sensitive data is destroyed, such that the information is unrecoverable, prior to disposal.

5.1.8 Off-site backup

Backups are stored at a secure and separate geographic location

5.2 Procedural controls

The LAWtrust AATL CA01 have a number of trusted roles for sensitive operations of the hardware and software used to facilitate the issue of certificates. Certification Authority operations related to adding administrative personnel or changing LAWtrust AATL CA01 policy settings require more than one (1) person to perform the operation.

To gain access to the software used by the LAWtrust AATL CA01 operational personnel must undergo background investigations.

5.2.1 Trusted Roles

LAWtrust has identified a number of roles which contribute to the integrity of the LAWtrust AATL CA01 and require a high level of trust. A list of these roles is provided below.

5.2.1.1 LAWtrust AATL CA01 Roles

- Administrator: Certificate lifecycle management tasks

- System Administrators: Administration of the operating system

- Cryptographic custodian: Person safekeeping cryptographic material.

- Witnesses: Persons performing witness roles of sensitive activities.

5.2.1.2 Hardware Security Module Roles

5.2.1.2.1   HSM Admin Card Holder (2 of 3 required)

Administrator 1, 2 and 3: Segregated duties of HSM configuration changes e.g. key generation, key material

5.2.1.2.2   HSM Operator Card Holder (1 card, Password split in 3 parts)

Operator 1, 2 and 3: Segregated duties of operational activities.

5.2.2 Number of persons required per task

The CA's keys are only unencrypted in the FIPS 140-2 level 3 boundary of the HSM. To access the LAWtrust AATL CA01 key material a minimum of three HSM administrators are required. To keep the LAWtrust AATL CA01 operational, the 3 of 3 scheme is loaded and kept persistent to allow the LAWtrust AATL CA01 server access to the private key.

The activation of the LAWtrust AATL CA01 key through the HSM access requires three persons for the LAWtrust AATL CA01. All roles are assigned strictly according to the prescriptions of the LAWtrust AATL CA01 specifications.

5.2.3 Identification and authentication for each role

5.2.3.1 Hardware Security Module Roles

- HSM Administrator card holders: 2 of 3.

- HSM Operator Card holders: 3 of 3

5.2.3.2 Operating system administrator Role

The access to the server operating systems are controlled by the domain controller.

5.2.3.3 CA Administrator Role

The CA Administrator Console is required by CA administrators. Digital Certificate Authentication is used to control who has access to the CA administrator role.

5.2.4 Roles requiring segregation of duties

LAWtrust enforces a strict segregation of duties with regards to key management activities. The segregation of duties and the trusted role delegation is handled by the LAWtrust Operating Authority and the LAWtrust Key Manager. The LAWtrust AATL CA01 key material can only be accessed by authorised LAWtrust operational personnel and is physically separated from the LAWtrust Registration Authorities' hardware.

5.3 Personnel controls

The operational personnel for the LAWtrust AATL CA01 will be adequately trained to perform CA duties in a professional and skilled manner. An in-house development PKI training course and CA product training will be used for this purpose.

Only LAWtrust employees, duly authorised by the LAWtrust OA, will perform the following CA functions:

1. Control or set CA Policy

2. Set or restore the CA Security Policy

3. Sign Cross Certificates

4. Import certificate definitions/specifications

Operational personnel of the LAWtrust AATL CA01 will not be assigned responsibilities that conflicts the segregation of duties requirements of the LAWtrust AATL CA01. The operational personnel for the LAWtrust AATL CA01 shall be assigned privileges limited to the minimum required to carry out their assigned duties.

5.3.1   Qualifications, experience, and clearance requirements

LAWtrust personnel performing trusted roles and roles which support the operational infrastructure of the LAWtrust AATL CA01 should;

1. be qualified via training certificate of competencies for the technologies in operation.

2. have at least one (1) year experience in configuration and supporting of the technologies in operation.

3. at a minimum have a background check performed when employed and when assigned a trusted role, thereafter at a frequency of at least every 2 years.

5.3.2   Background check procedures

THE LAWtrust on boarding process includes a background check

1. Employment Reference check

2. Education certificates check

3. Criminal Check

5.3.3   Training requirements

LAWtrust personnel performing trusted roles and roles which support the operational infrastructure of the LAWtrust AATL CA01 should attend training on the following

1. Underlying hardware infrastructure for server hardware.

2. Operating systems

3. Applications used in the LAWtrust AATL CA01 operations

4. Hardware Security Modules

5.3.4   Retraining frequency and requirements

LAWtrust Personnel should be retrained when a new version of software or underlying hardware platform is being planned for operations or every two years whichever is realised first.

5.3.5   Job rotation frequency and sequence

No stipulation.

5.3.6   Sanctions for unauthorized actions

Non-Compliance with this CPS by any LAWtrust employee, either through negligence or malicious intent, will be subject to the LAWtrust disciplinary procedure, which may result in termination of employment. Non-Compliance with this CPS by a LAWtrust appointed RA either through its contractors or employees may lead to the suspension or termination of the RA's appointment as an RA and any person found responsible may be subject to criminal charges.

5.3.7   Independent contractor requirements

Independent contractors are required to undergo the same process as full-time employees.

1. Independent contractor agreement

2. Adhere to the LAWtrust Information Security Policies and Procedures.

3. No independent contractor will be assigned to a trusted role.

5.3.8   Documentation supplied to personnel

LAWtrust personnel will have access to the following documentation

1. LAWtrust information Security Policies

2. LAWtrust induction brochure

3. Information Security awareness training material

5.4   Audit logging procedures

Significant security events in the LAWtrust AATL CA01 is automatically time-stamped and recorded as audit logs in audit trail files. The audit trail files are processed (reviewed for policy violations or other significant events) on a regular basis. Only authorised CA personnel and authorised RA personnel operating under the LAWtrust AATL CA01 can view the audit trail files.

The integrity of the audit files is protected against modification. Audit trail files are archived periodically. All files including the latest audit trail file are moved to backup media and stored in a secure archiving facility.

5.4.1   Types of events recorded

The CA maintains controls to provide reasonable assurance that:

1. significant CA environmental, key management, and certificate management events are accurately and appropriately logged;

2. the confidentiality and integrity of current and archived audit logs are maintained;

3. audit logs are completely and confidentially archived in accordance with disclosed business practices; and

4. audit logs are reviewed periodically by authorized personnel.

The authentication (failure and success) of all operational staff assigned trusted roles is recorded in an audit trail. This applies to unique username and password and certificate authentication.

The following table includes events that are considered to be of sufficient significance to be entered into the Audit trail.

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Category	Description events, audit log and process
Audit Logs	1 The CA generates automatic (electronic) and manual audit logs in accordance with the requirements of the CP and/or CPS.
	2 All journal entries include the following elements:
	a) date and time of the entry;
	b) serial or sequence number of entry (for automatic journal entries);
	c) kind of entry;
	d) source of entry (e.g., terminal, port, location, customer, etc.); and
	e) identity of the entity making the journal entry.
Events Logged	3 The CA logs the following CA and subscriber (if applicable) key life cycle management related events:
	a) CA key generation;
	b) installation of manual cryptographic keys and its outcome (with the identity of the operator);
	c) CA key backup;
	d) CA key storage;
	e) CA key recovery;
	f) CA key escrow activities (if applicable);
	g) CA key usage;
	h) CA key archival;
	i) withdrawal of keying material from service;
	j) CA key destruction;
	k) identity of the entity authorizing a key management operation;
	l) identity of the entities handling any keying material (such as key components or keys stored in portable devices or media);

Category	Description events, audit log and process
	m) custody of keys and of devices or media holding keys; and
	n) compromise of a private key.
	4 The CA logs the following cryptographic device life cycle management related events:
	a) device receipt and installation;
	b) placing into or removing a device from storage;
	c) device activation and usage;
	d) device de-installation;
	e) designation of a device for service and repair; and
	f) device retirement.
	5 If the CA provides subscriber key management services, the CA logs the following subscriber key life cycle management related events:
	a) key generation;
	b) key distribution (if applicable);
	c) key backup (if applicable);
	d) key escrow (if applicable);
	e) key storage;
	f) key recovery (if applicable);
	g) key archival (if applicable);
	h) key destruction;
	i) identity of the entity authorizing a key management operation; and
	j) key compromise.

Category	Description events, audit log and process
	6 The CA records (or requires that the RA record) the following certificate application information:
	a) the method of identification applied and information used to meet subscriber requirements;
	b) record of unique identification data, numbers, or a combination thereof (e.g., applicants driver's license number) of identification documents, if applicable;
	c) storage location of copies of applications and identification documents;
	d) identity of entity accepting the application;
	e) method used to validate identification documents, if any;
	f) name of receiving CA or submitting RA, if applicable;
	g) the subscriber's acceptance of the Subscriber Agreement; and
	h) where required under privacy legislation, the Subscriber's consent to allow the CA to keep records containing personal data, pass this information to specified third parties, and publication of certificates.
	7 The CA logs the following certificate life cycle management related events:
	a) receipt of requests for certificate(s) – including initial certificate requests, renewal requests and rekey requests;
	b) submissions of public keys for certification;
	c) change of affiliation of an entity;
	d) generation of certificates;
	e) distribution of the CA's public key;
	f) certificate revocation requests;
	g) certificate revocation;
	h) certificate suspension requests (if applicable);

Category	Description events, audit log and process
	i) certificate suspension and reactivation; and
	j) generation and issuance of Certificate Revocation Lists.
	8 The CA logs the following security-sensitive events:
	a) security-sensitive files or records read or written including the audit log itself;
	b) actions taken against security-sensitive data;
	c) security profile changes;
	d) use of identification and authentication mechanisms, both successful and unsuccessful (including multiple failed authentication attempts);
	e) system crashes, hardware failures and other anomalies;
	f) actions taken by individuals in Trusted Roles, computer operators, system administrators, and system security officers;
	g) change of affiliation of an entity;
	h) decisions to bypass encryption/authentication processes or procedures; and
	i) access to the CA system or any component thereof.
	9 Audit logs do not record the private keys in any form (e.g., plaintext or enciphered).
	10 CA computer system clocks are synchronized for accurate recording as defined in the CP and/or CPS that specifies the accepted time source.
Audit Log Protection	11 Current and archived audit logs are maintained in a form that prevents their modification, substitution, or unauthorized destruction.
	12 Digital signatures are used to protect the integrity of audit logs where applicable or required to satisfy legal requirements.
	13 The private key used for signing audit logs is not used for any other purpose. This applies equally to a symmetric secret key used with a symmetric MAC mechanism.

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Category	Description events, audit log and process
Audit Log Archival	14 The CA archives audit log data on a periodic basis as disclosed in the CP and/or CPS.
	15 In addition to possible regulatory stipulation, a risk assessment is performed to determine the appropriate length of time for retention of archived audit logs.
	16 The CA maintains archived audit logs at a secure off-site location for a predetermined period as determined by risk assessment and legal requirements.
	17 Current and archived audit logs are only retrieved by authorized individuals for valid business or security reasons.
Review of Audit Logs	18 Audit logs are reviewed periodically according to the practices established in the CPS. The review of current and archived audit logs includes a validation of the audit logs' integrity, and the timely identification and follow up of unauthorized or suspicious activity.

Table 1: Audit Log requirements

5.4.2 Frequency of processing log

The LAWtrust CA Administrator reviews the Event Log and Audit trails once a month.

5.4.3 Retention period for audit log

The LAWtrust PKI audit logs are retained for a period as stipulated in section 5.5.2

5.4.4 Protection of audit log

The LAWtrust AATL CA01 audit logs are protected in the following manner

The CA Administrator reviews the Audit trails once a month an includes the following

1. Tamper evident controls are in place

2. Tamper evident checking is performed by the administrator once a month

3. Review logs for suspicious activity

4. Files a report on the review findings

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5. Actions implemented are recorded

5.4.5 Audit log backup procedures

Audit Logs are backed up daily and moved from the CA to the onsite NAS and then to the offsite NAS.

5.4.6 Audit collection system (internal vs. external)

Audit Logs are backed up daily and retained for seven (7) years.

5.4.7 Notification to event-causing subject

No Stipulation.

5.4.8 Vulnerability assessments

The LAWtrust AATL CA01 operational environment will have regular vulnerability assessments performed.

5.5 Records archival

5.5.1 Types of records archived

The LAWtrust AATL CA01 will retain the following relevant information with respect to the PKI operations. The records included will at a minimum include;

5.5.1.1 Digital Certificate lifecycle records

1. Applications for the issuing of digital certificates

2. Registration and verification documents for certificates issued

3. Information related to suspended certificates

4. Information Related to expired and revoked certificates

5.5.1.2 Digital certificate Validation records

Certificate repository is maintained in a manner that subscribers and relying parties can readily access records to which LAWtrust permit access.

5.5.1.3   PKI Operational Records

Reliable records in the form of log files and audit trails of activities that are core to the PKI operations including

1. certificate management,

2. encryption key generation, and

3. administration of computing facilities.

5.5.1.4   PKI Database records

All databases for the LAWtrust AATL CA01 are encrypted and protected by the LAWtrust AATL CA01 master keys. Archive files are backed up according to a daily backup schedule provided at the data centre. Archive files are stored at a secure and separate geographic location – LAWtrust premises see section 1.5.2.1 for physical address.

5.5.2   Retention period of archive

The LAWtrust AATL CA01 data listed above is moved from the CA to a NAS at the Data Centre and then moved to an offsite NAS. The archives of the LAWtrust AATL CA01 database is retained for 7 (seven) years.

5.5.3   Protection of archive

Electronic archives are protected in a manner which allows the integrity of the archive to be verified at a later point.

5.5.4   Archive backup procedures

Audit Logs remain on the CA file system until the files are moved to the onsite NAS.

5.5.5   Requirements for time-stamping of records

Electronic records are timestamped using the current date and time of each event associated with that record, using the system time.

5.5.6   Archive collection system (internal or external)

All information included in the LAWtrust archives are collected by LAWtrust internal systems.

5.5.7   Procedures to obtain and verify archive information

A formal, written request can be made to the LAWtrust PA to gain access to the Archives for disciplinary and or legal proceedings. The LAWtrust PA in consultation with the LAWtrust Security Committee will review the request and provide a decision to the requestor in writing within 7 (seven) working days of the request. The decision communicated to the requestor will be final.

5.6   Key changeover

Subscribers are issued LAWtrust AATL CA01 Certificates that expire after a defined period of time to minimize the exposure of the associated key pair. For this reason, a new key pair must be created and that new public key must be submitted with each LAWtrust Certificate Application to replace an expiring LAWtrust AATL CA01.

LAWtrust AATL CA01 key pair will be retired from service at the end of their respective lifetimes as defined in 6.3.2. New CA key pairs will be created as required to support the continuation of LAWtrust AATL CA01 Services.

The LAWtrust AATL CA01 will continue to publish CRLs signed with the original key pair until all certificates issued using that original key pair have expired. The CA key changeover process will be performed such that it causes minimal disruption to Subscribers and Relying Parties.

5.7   Compromise and disaster recovery

The LAWtrust AATL CA01 has a disaster recovery plan as part of their business continuity strategy to provide for timely recovery of services in the event of a system outage. The LAWtrust Disaster Recovery Plan is an internal document and will be discussed with LAWtrust Registration Authorities, Subscribers or Relying Parties on request. The disaster

recovery procedures include the timeframes for recovery as well as information on the location of the disaster recovery site.

LAWtrust requires rigorous security controls to maintain the integrity of the LAWtrust AATL CA01. The compromise of the private key used by the LAWtrust AATL CA01 is viewed by LAWtrust as being very unlikely; however, LAWtrust has policies and procedures that will be employed in the event of such a Compromise. At a minimum, all Subscribers shall be informed as soon as practicable of such a Compromise and information shall be posted in the LAWtrust Repository.

5.7.1 Incident and compromise handling procedures

LAWtrust AATL CA01 maintain incident response procedures to provide appointed stakeholders guidance in responding to, containing, investigating and restoration of systems exposed to information security incidents.

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

LAWtrust AATL CA01 maintain daily backups for the purposes of recovering from data, software and or computing system corruption. The LAWtrust Disaster Recovery procedures cover the recovery in the case of corruption.

5.7.3 Entity private key compromise procedures

In the case of an entity private key loss or compromise, LAWtrust AATL CA01 will follow the LAWtrust Incident Response Procedures.

5.7.4 Business continuity capabilities after a disaster

Post recovery from a disaster, LAWtrust systems will be switched over to the production environment.

5.8 LAWtrust AATL CA01 or LAWtrust RA termination

In the event that a LAWtrust RA ceases operation, all LAWtrust AATL CA01 Certificates issued by the appointed LAWtrust RA will be revoked.

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In the event that the LAWtrust AATL CA01 ceases operation, the LAWtrust AATL CA01 Certificate will be revoked by the LAWtrust Root Certification Authority. If LAWtrust believes that there is a risk that the specific LAWtrust AATL CA01 private key has been compromised, then LAWtrust will immediately inform LAWtrust RAs and Subscribers of such a compromise.

5.9 Certificate impact on third party functionality

Certificates issued by the LAWtrust AATL CA01 will not alter or negatively impact the functionality of any operating system or any third-party software in any manner.

5.10 Escalation of physical security violations

All physical security incidents and violations must be reported to the LAWtrust OA and PA as a matter of urgency.

6. TECHNICAL SECURITY CONTROLS

6.1 Key pair generation and installation

The signing key pair for the LAWtrust AATL CA01 was created during the initial start-up of the LAWtrust AATL CA01 and are protected by the master keys for the LAWtrust AATL CA01. Hardware key generation is used which is compliant to FIPS 140-2 level 3 for the LAWtrust AATL CA01 and uses FIPS 186-2 key generation techniques.

6.1.1 Key pair generation

The subscriber private key or SCD is always generated within a SSCD as specified by the subscriber requirements. The central SSCD's are provided by means of FIPS 140-2 rated Hardware Security modules.

6.1.2 Private key delivery to Subscriber

The subscriber private key is generated by LAWtrust on behalf of the Subscriber. The Subscriber utilises the LAWtrust Secure operating environment to instruct LAWtrust to

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	Version	V003 2020-08-26
	Policy Authority	LAWtrust PA

generate their private key. The process ensures that the private key is always generated under the sole control of the subscriber/applicant within a SSCD.

The Applicant shall be responsible for the safeguarding of the authentication credentials of the private keys.

6.1.3 Public key delivery to certificate issuer

The public key to be included in a Subscriber Certificate is delivered to the LAWtrust AATL CA01 in a Certificate Signing Request (CSR) as part of the LAWtrust Certificate Application process.

6.1.4 CA public key delivery to Relying Parties

The LAWtrust Root CA and the LAWtrust AATL CA01 public keys are available on the LAWtrust repository using the following url:

https://www.lawtrust.co.za/repository

6.1.5 Key sizes

The minimum key size for any LAWtrust AATL CA01 is 2048-bit RSA.

All LAWtrust Certificates issued shall have a minimum key size of 2048-bit RSA.

The LAWtrust PA will perform an annual review on the LAWtrust AATL CA01 private key lengths to determine the appropriate key usage period considering any new developments on the analysis of RSA private keys. The review process is stipulated in the LAWtrust PA procedures.

6.1.6 Public key parameters generation and quality checking

LAWtrust AATL CA01 uses FIPS 140-2 hardware security modules which provides random number generation and all cryptographic keys are generated in the SSCD formats stipulated in section 6.1.1.

6.1.7   Key usage purposes (as per X.509 v3 key usage field)

LAWtrust AATL CA01 Certificates issued by the LAWtrust AATL CA01 contain the key usage and extend usage certificates and extensions restricting the purpose for which the LAWtrust AATL CA01 Certificate can be used.

The Key Usage for end user certificates will be for

1. Digital Signature,

2. Non-Repudiation

Subscribers and Relying Parties shall only use LAWtrust AATL CA01 Certificates in compliance with this LAWtrust AATL CEN-SSCD CPS and applicable laws.

6.2   Private key protection and cryptographic module controls

6.2.1   Cryptographic module standards and controls

LAWtrust AATL CA01 provides assurance that all hardware security modules used are FIPS 140-2 rated.

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

CA private keys are stored securely using multiple trusted persons to perform sensitive operations.

6.2.3   Private key escrow

LAWtrust AATL CA01 does not provide subscriber key escrow.

6.2.4   Private key backup

All LAWtrust AATL CA01 private keys are generated and stored by the approved hardware security modules. All keys that are backup up for Business Continuity requirements and are stored with the same level of protection as keys in production.

6.2.5 Private key archival

All LAWtrust AATL CA01 keys that are archived are stored with the same level of protection as keys in production.

6.2.6 Private key transfer into or from a cryptographic module

LAWtrust AATL CA01 private keys are not transferred out of hardware security modules. Subscriber keys which are generated by hardware security module are encrypted (wrapped) with a Key Encryption Key (KEK) prior to being exported. When required for use the KEK which is stored by the HSM is used to decrypt (unwrap) the subscribers private key.

6.2.7 Private key storage on cryptographic module

All LAWtrust AATL CA01 private keys are generated and stored by the approved hardware security modules.

6.2.8 Method of activating private key

All LAWtrust AATL CA01 private keys are activated according to the manufacturer's requirements. The detailed activities are scripted and witnessed by at least six trusted personal.

6.2.9 Method of deactivating private key

LAWtrust AATL CA01 private key deactivation is controlled by the hardware security module authentication mechanism. LAWtrust AATL CA01 does not leave private keys activated when not in use.

6.2.10 Method of destroying private key

LAWtrust AATL CA01 destroy private keys using guidelines provided by the manufacturer of the hardware security module. Where key shares are stored on smartcards, the smartcards are destroyed in a scripted and witnessed ceremony.

6.2.11 Cryptographic Module Rating

This information is provided for in section 6.2.1.

6.3 Other key management aspects

6.3.1 Public key archival

The LAWtrust AATL CA01 uses software approved by the PA in conjunction with hardware certified to FIPS 140-2 Level 3 to protect the LAWtrust AATL CA01 private key. The LAWtrust AATL CA01's private key is backed up and requires a minimum of two HSM key shareholders to be accessed or recovered. The LAWtrust AATL CA01 private keys will be destroyed according to the processes set out in the LAWtrust Hardware Disposal Policy.

6.3.2 Certificate operational periods and key pair usage periods

LAWtrust certificates and the maximum validity periods

Certificate	Private Key use	Certificate valid until
Root CA: LAWtrust Root CA	Certificate Signing, Off-line CRL Signing, CRL Signing (06)	16 May 2032 06:10:18 PM
Issuing CA: LAWtrust AATL CA01	Certificate Signing, Off-line CRL Signing, CRL Signing (06)	07 February 2023 02:39:23 PM
CRL Signing Certificate:	Certificate Signing, Off-line CRL Signing, CRL Signing (06)	
OCSP Signing Certificate:	critical Digital Signature, Extended Key Usage: critical OCSP Signing	
Time Stamp Authority Certificate	nonRepudiation, digitalSignature	23 November 2023 15:43:03

	Extended Key Usage: timeStamping	
End Entity Certificates Signing	Digital Signature, Non-Repudiation (c0)	Not after 07 February 2022

Table 2: Certificates and the maximum validity periods

Adequate time is allocated for key changeover prior to the maximum validity periods being realised.

6.4 Activation data

All LAWtrust AATL CA01 private keys are activated according to the manufacturer's requirements. The detailed activities are scripted and witnessed by at least six trusted personnel.

6.4.1 Activation data generation and installation

All LAWtrust AATL CA01 private key activation data is protected using vendor specific controls together with personnel and physical security controls. (use of trusted employees, Accounts lockout on multiple authentication failures, key shares are distributed among multiple trusted employees.

6.4.2 Other aspects of activation data

No Stipulation.

6.5 Computer security controls

6.5.1 Specific computer security technical requirements

The servers on which the LAWtrust AATL CA01 operate are physically secured as described in 5.1 of this LAWtrust AATL CEN-SSCD CPS. The operating systems on the servers on which LAWtrust AATL CA01 operate enforce identification and authentication of users. Access to LAWtrust AATL CA01 software databases and audit trails is restricted as described in this LAWtrust AATL CEN-SSCD CPS.

All operational personnel that are authorised to have access to the LAWtrust AATL CA01 is required to use a physical key in conjunction with a biometric authentication to gain

access to the secure vault that hosts the LAWtrust AATL CA01. Physical access to the data centre that hosts the secure vault where the LAWtrust AATL CA01 equipment and LAWtrust AATL CA01 software are located is described in 5.1.2.

6.5.2 Computer security rating

No Stipulation.

6.6 Life cycle technical controls

The efficacy and appropriateness of the security settings described in this LAWtrust AATL CEN-SSCD CPS are reviewed on a yearly basis. A risk and threat assessment will be performed to determine if key lengths need to be increased or operational procedures modified from time to time to maintain system security.

6.6.1 System development controls

LAWtrust utilise approved commercial products for the core PKI components.

6.6.2 Security management controls

LAWtrust maintains a configuration of the PKI and any changes to that configuration is documented in the LAWtrust Change Management Process.

6.6.3 Life cycle security controls

No Stipulation.

6.7 Network security controls

6.7.1 Network and LAWtrust AATL CA01 server security

The LAWtrust AATL CA01 hosted in the LAWtrust vault will operate on a dedicated network segment and access to the LAWtrust AATL CA01's hardware and software is protected by firewall and intrusion detection. The virus and other malicious software detection and prevention tools as described in the LAWtrust Information Security Policy will be installed on all LAWtrust AATL CA01 servers.

6.8 Time-stamping

LAWtrust PKI systems time is synchronised to a local trusted time source. System time is set to SAST. The accuracy of system time is within one second.

6.9 Information security

The LAWtrust AATL CA01 shall be subject to generally accepted information security practice as documented in the LAWtrust Information Security Policy.

6.10 Escalation of information security violations

All information security incidents and violations, including technical and physical access incidents, have to be reported to the LAWtrust OA and PA as a matter of urgency.

6.11 Secure communication between the RA and the CA

It is a requirement for all digital certificate lifecycle events to be secure, as such all communication between the RA and the CA will be secured in the following manner

1. TLS protecting communications between administrator's authentication to the RA.

2. Only administrators identified by the RA and authorised by LAWtrust will be provisioned with access to the RA.

All digital certificate lifecycle events will be protected in this manner, account creation, certificate issuance, suspension, revocation etc.

6.12 Security Management

Governed by the LAWtrust Information Security Management Program, LAWtrust has structured the Policy documentation in the following manner:

PKI, Certificate Authority Specific Polices (Including Certificate Policy, Certificate Practice Statement and Registration Authority Charters)

Information Security Polices (Including the specific policies as stipulated in the LAWtrust Information Security Policy in support of the PKI Practices).

6.12.1   CA key pair usage

The LAWtrust AATL CA01's private signing keys are used for signing LAWtrust AATL CA01 Certificates and Certificate Revocation Lists exclusively.

7. CERTIFICATE PROFILES

LAWtrust digital certificates comply to the X.509 V3 standard. The profile of a LAWtrust Certificate, approved by the LAWtrust PA, will be governed by the profile given below with minor variations provided for in the Process Flow Annexure.

7.1   Certificate profile

7.1.1   Version number(s)

Field Type	Field Name	Value format	Value	Explanation
X509 fields	Version	V3	V3	As specified in X509 Version 3.

7.1.2   Certificate extensions

Field Type	Field Name	Value format	Value	Explanation
	Key Usage	text	Digital Signature, Non-Repudiation (c0)	The purposes for which this certificate can be used.

	Authority Information Access	URL	[1] Authority Info Access
			    Access Method=On-line Certificate Status Protocol (1.3.6.1.5.5.7.48.1)
			        Alternative Name:
			            URL=http://ocsp.lawtrust.co.za
			[2] Authority Info Access
			    Access Method=Certification Authority Issuer (1.3.6.1.5.5.7.48.2)
			        Alternative Name:
			            URL=http://www.lawtrust.co.za/repository/LAWtrust AATL CA01.cer
				The authority information access extension indicates how to access information and services for the issuer of the certificate in which the extension appears. Information and services may include on-line validation services and CA policy data.

Certificate Extensions	Certificate Policies	URL	[1] Certificate Policy: Policy Identifier=2.16.840.1.114028.10.2.1 [1,1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.lawtrust.co.za/repository [1,2] Policy Qualifier Info: Policy Qualifier Id=User Notice Qualifier: Notice Text=The certificate policy for LAWtrust Certificates requires subscriber identification and authentication prior to certificate issuance. Certificate verification is performed by a Registration Authority on the certificate applicant according to the verification requirements established by the LAWtrust Policy Authority. LAWtrust issues Certificates to subscribers as outlined by the LAWtrust Certification Practice Statement (CPS) which can be found at https://www.lawtrust.co.za/repository.	The LAWtrust documentation governing the CA and certificate usage is published at https://www.lawtrust.co.za/repository. The documentation set includes Policies, Practices and Agreements

	CRL Distribution Points	URL	[1] CRL Distribution Point
			    Distribution Point Name:
			        Full Name:
			URL=http://aesigncrl.lawtrust.co.za/CRL/ lawtrust_ca_root_za_crlfile.crl
			
			 URL=ldap://ROOTCA1/cn=LAWtrust Root Certification Authority 2048,ou=LAW Trusted Third Party Services PTY Ltd.,o=LAWtrust,c=ZA?certificateRevocationList?base (ldap://ROOTCA1/cn=LAWtrust%20Root%20Certification%20Authority%202048,ou=LAW%20Trusted%20Third%20Party%20Services%20PTY%20Ltd.,o=LAWtrust,c=ZA?certificateRevocationList?base)
			
			URL=file://\\rootca1\CRL\lawtrust_ca_root_za_crlfile.crl
				The LAWtrust AATL CA will issue CRLs and make them available via 1] http at http://crl.lawtrust.co.za.
				
				The CA will issue at least one crl publication by the end of each business day.

	Private Key Usage	Date text	Not before=(day month year hour, minute second) Not after=(day month year hour, minute second)	As per date and time of Issue.
	Authority Key Identifier		KeyID=5cde3a33344964c492317c555ef5f23b4feec31d	The Authority Key Identifier is used by path validation software to help identify the next certificate up in a certificate chain. This extension can contain a key Identifier which is typically a hash based on the authority certificate's public key and/or fields containing the authority certificate's Subject Name and Serial Number.
	Subject Key Identifier		KeyID=86 e0 e6 4d bf f1 db 14 f8 02 ac 65 61 9e 65 2e 77 3c aa 20	The Subject Key Identifier is used by path validation software by helping to identify certificates that contain a particular public key.
	Basic Constraints		Subject Type=End Entity Path Length Constraint=None	Constraints description
	Thumbprint		85ce1094a13c25edd45321329a33e4f846d4372b	The digest (or thumbprint) of the certificate data.

7.1.3 Algorithm object identifiers

LAWtrust certificates are signed using one of the following algorithms.

Field Type	Field Name	Value format	Value	Explanation
X.509 Fields	Signature Algorithm	SHA2/RSA		Algorithm to produce signatures
	Signature hash algorithm	Sha256		
	Thumbprint Algorithm	sha2		

7.1.4 Name forms

Unique serial numbers are allocated to digital certificates and serial numbers are not recycled.

Entity Subject information inclusive of the Common name is verified as per section 3.

End entity Subscriber Subject information inclusive of the Common name is verified as per section 3. Specific to a subscriber, subscriber OU fields are limited for use by Verified information.

Field Type	Field Name	Value format	Value	Explanation

7.1.5 Name constraints

No Stipulation.

7.1.6 Certificate policy object identifier

Field Type	Field Name	Value format	Value	Explanation

OID	Certificate Policies	text	[1]Certificate Policy:
			    Policy Identifier=2.16.840.1.114028.10.2.1
			    [1,1]Policy Qualifier Info:
			        Policy Qualifier Id=CPS
			        Qualifier:
			
			https://www.lawtrust.co.za/repository	

7.1.7 Usage of Policy Constraints extension

Field Type	Field Name	Value format	Value	Explanation

	Basic Constraints	text	Subject Type=CA Path Length Constraint=None	

7.1.8   Policy qualifiers syntax and semantics

Field Type	Field Name	Value format	Value	Explanation
Policy Qualifier	Certificate Policies	text	[1,2]Policy Qualifier Info: 　　Policy Qualifier Id=User Notice 　　Qualifier: 　　　Notice Text=The certificate policy for LAWtrust Certificates requires subscriber identification and authentication prior to certificate issuance. Certificate verification is performed by a Registration Authority on the certificate applicant according to the verification requirements established by the LAWtrust Policy Authority. LAWtrust issues Certificates to subscribers as outlined by the LAWtrust Certification Practice Statement (CPS) which can be found at https://www.lawtrust.co.za/repository.	

7.1.9   Processing semantics for the critical Certificate Policies extension

No Stipulation.

7.2   CRL profile

7.2.1   Version number(s)

Version: set to v2

7.2.2   CRL and CRL entry extensions

The profile of a LAWtrust CRL, approved by the LAWtrust PA, will be governed by the profile given below:

Field Type	Field Name	Value format	Value	Explanation
	Version	text	V2	
	Issuer		CN= LAWtrust AATL CA1 ou=LAW Trusted Third Party Services PTY Ltd, O=LAWtrust, C=ZA	
	Effective date		Time of current CRL issuance	
	Next update		Time of next expected CRL issuance	
	Signature algorithm		SHA2 RSA	

Field Type	Field Name	Value format	Value	Explanation
	Signature hash algorithm		SHA2	
extension	CRL number		unique 32-bit non-negative integer	
extension	Authority key identifier		20 byte SHA-2 hash of the Issuer's public key	
	Revoked certificates		List of serial numbers of revoked certificates	
	Issuer Signature		Digital Signature	

7.3 OCSP profile

7.3.1 Version number(s)

The LAWtrust OCSP Server is an advanced x.509 certificate Validation Authority server. It is compliant with IETF RFC 2560, Online Certificate Status Protocol (OCSP) version 1.0

7.3.2 OCSP extensions

No Stipulation.

8. COMPLIANCE AUDIT AND OTHER ASSESSMENTS

The LAWtrust AATL CA01 and LAWtrust RA's shall be audited for compliance against the practices and procedures set forth in this LAWtrust AATL CEN-SSCD CPS, the WebTrust standard and the SANS21188 standard. This will include:

- LAWtrust AATL CA01 Business Practices Disclosure;

- Service Integrity;

- LAWtrust AATL CA01 Environmental Controls.

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8.1   Frequency or circumstances of assessment

The LAWtrust AATL CA01 and LAWtrust RA's shall be audited once per calendar year for compliance with the practices and procedures set out above.

8.2   Identity/qualifications of assessor

A compliance audit shall be performed by a firm with demonstrated competency in the evaluation of certification authorities and registration authorities against the above specified audit criteria.

8.3   Assessor's relationship to assessed entity

The entity selected to perform the compliance audit for the LAWtrust AATL CA01 and LAWtrust RA's shall be independent from the entity being audited.

8.4   Topics covered by assessment

The compliance audit shall test compliance of the LAWtrust AATL CA01 and LAWtrust RA's against the requirements set out above.

8.5   Actions taken as a result of deficiency

Upon receipt of a compliance audit that identifies any deficiencies, the audited LAWtrust AATL CA01 or LAWtrust RA shall use commercially reasonable efforts to correct any such deficiencies in an expeditious manner, taking into account the risk/severity of the non-conformance and the commercial impact of the remediation.

8.6   Communication of results

The result of all compliance audits shall be communicated to the LAWtrust OA, LAWtrust PA and the LAWtrust Board of Directors on completion of the audit.

9. OTHER BUSINESS AND LEGAL MATTERS

9.1 Fees

9.1.1 Certificate issuance or renewal fees

The fees for services provided by LAWtrust in respect to LAWtrust AATL CA01 Certificates are set forth in the LAWtrust Fees Schedule and information on these fees can be obtained from LAWtrust through contact details supplied in the LAWtrust Repository. These fees are subject to change, and any such changes shall become effective immediately after changing the Fees Schedule and posting the notice of changes in the LAWtrust Repository. The fees for services provided by independent third-party Registration Authorities, Resellers and Co-marketers in respect to LAWtrust AATL CA01 Certificates are set forth in Fees Schedules maintained by such Registration Authorities, Resellers and Co-marketers. These fees are subject to change, and any such changes shall become effective immediately after changing the Fees Schedules and notification to effected parties.

9.1.2 Certificate access fees

LAWtrust do not publish certificate access fees on their website.

9.1.3 Revocation or status information access fees

LAWtrust do not publish certificate revocation or status fees on their website.

9.1.4 Fees for other services

No Stipulation.

9.1.5 Refund policy

1. Should a LAWtrust client be dissatisfied with a purchase and informs LAWtrust within 20 working days from date of purchase, a full refund will be issued less administration fees of 5%.

2. This policy will not apply to bulk purchases or purchases entered into between LAWtrust and another legal entity.

3. LAWtrust will always treat personal information with the greatest respect and security and also do not share personal information with anyone, except those parties that are required to have access to personal information in order to ensure the processing of your transaction, which parties include our payment gateway partner and any third-party vendor whose products we resell. The LAWtrust privacy notice may be accessed at <u>https://www.lawtrust.co.za/pages/privacy-notice</u>.

4. These terms and conditions are in addition to the LAWtrust Standard Terms and Conditions, accessible at https://www.lawtrust.co.za/pages/terms-and-conditions and any other agreement entered into between you and LAWtrust.

5. In the event of a conflict between the terms of this Agreement and the other agreements referred to in clause 4 above, the provisions of this Agreement, will prevail only where such other agreement is silent on the issue of refunds and returns.

9.2   Financial responsibility

9.2.1   Insurance coverage

LAWtrust has sufficient insurance in place to provide coverage for its responsibilities in terms of this CPS. The insurance in place covers:

- General Liability

- Professional Indemnity

- Cyber Liability

- Directors and Officers Liability

9.2.2   Other assets

No stipulation.

9.2.3   Insurance or warranty coverage for end-entities

9.3   Confidentiality of business information

LAWtrust will not use, disclose or sell Applicant or Subscriber information, except in accordance with this LAWtrust AATL CEN-SSCD CPS, Subscriber Agreement or Relying Party Agreement. LAWtrust and LAWtrust RA shall use commercially reasonable care to prevent such information from being used or disclosed for purposes other than those described in this LAWtrust AATL CEN-SSCD CPS, Subscriber's Agreement or Relying Party Agreement. Notwithstanding the foregoing Applicants and Subscribers acknowledge that some of the information supplied with a LAWtrust AATL CA01 Certificate Application is incorporated into a LAWtrust AATL CA01 Certificate and that the LAWtrust AATL CA01, LAWtrust RA and any other parties authorised by LAWtrust to do so shall be entitled to make such information publicly available.

9.3.1   Scope of confidential information

Information that is supplied by Applicants, Subscribers or Relying Parties for the subscription for, use of, or reliance upon a LAWtrust AATL CA01 Certificate, and which is not included in the information described in 9.3.2 below, shall be considered to be confidential. The LAWtrust AATL CA01 and LAWtrust RA's shall be entitled to disclose such information to any sub-contractors or agents that are assisting LAWtrust in the authentication of the identity of the Applicant and the verification of information supplied in LAWtrust AATL CA01 Certificate Applications or that are assisting LAWtrust in the operation of the LAWtrust AATL CA01 or LAWtrust RA's. Information considered to be confidential shall not be disclosed unless compelled, pursuant to legal, judicial or administrative proceedings, or otherwise required by law. The LAWtrust AATL CA01 and LAWtrust RA's shall be entitled to disclose information that is considered to be confidential to legal and financial advisors assisting in connection with any such legal, judicial, administrative or other proceedings required by law, and to potential acquirers, legal counsel, accountants, bank and financing sources and other advisors in connection with mergers, acquisitions and re-organisations.

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9.3.2 Information not within the scope of confidential information

Information that is included in a LAWtrust AATL CA01 Certificate or a LAWtrust Revocation List shall not be considered confidential.

Information contained in this LAWtrust AATL CEN-SSCD CPS shall not be considered confidential.

Without limiting the foregoing, the following information shall not be considered confidential. Information that:

- Was or becomes known through no fault of LAWtrust, the LAWtrust AATL CA01 or the LAWtrust RA's;

- Was rightfully known or becomes rightfully known to the LAWtrust AATL CA01 or a LAWtrust RA without confidential or proprietary restriction from a source other than the Subscriber;

- Is independently developed by LAWtrust or a LAWtrust RA; or

- Is approved by a Subscriber for disclosure.

9.3.3 Responsibility to protect confidential information

LAWtrust, and LAWtrust RA's shall use commercially reasonable care to prevent such confidential information from being used or disclosed for purposes other than set out in this LAWtrust AATL CEN-SSCD CPS, Subscriber Agreements or Relying Party Agreements.

9.4 Privacy of personal information

Privacy of personal information shall be protected in terms of the LAWtrust Privacy Notice published on the LAWtrust Website at [https://www.lawtrust.co.za/pages/privacy-notice].

9.4.1 Privacy plan

LAWtrust is guided by its Privacy Notice found as per section 9.4. Information is only disclosed to authorised bodies of law enforcement and or to the owner of the information.

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If there is a need for personal information to be disclosed, the person who is the owner of the information will be approached to provide consent.

9.4.2 Information treated as private

LAWtrust deems all information regarding digital certificate applications, issuance which is not in the public domain as private.

9.4.3 Information not deemed private

Information published in digital certificates, and certificate status mechanisms are not deemed as private.

9.4.4 Responsibility to protect private information

LAWtrust, its employees, contractors and appointed RA's are expected to treat all private information in accordance with the LAWtrust Privacy Policy. Subscriber information which is published in a digital certificate and or in certificate status mechanisms is done so with the consent of the subscriber.

9.4.5 Notice and consent to use private information

Information published in digital certificates is done so with prior consent from the applicant.

9.4.6 Disclosure pursuant to judicial or administrative process

In the case where LAWtrust are required by law or regulations to disclose information, it will do so without prior consent.

9.4.7 Other information disclosure circumstances

No stipulation.

9.5 Intellectual property rights

LAWtrust retains all right, title, and interest (including all intellectual property rights), in, to and under all LAWtrust AATL CA01 Certificates, except for any information that is supplied by an Applicant or a Subscriber and that is included in a LAWtrust AATL CA01 Certificate, which information shall remain the property of the Applicant or Subscriber. All Applicants and Subscribers grant to LAWtrust and any LAWtrust RA's operating under

the LAWtrust AATL CA01 a non-exclusive, worldwide, paid-up, royalty-free license to use, copy, modify, publicly display, and distribute such information, by any and all means and through any and all media whether now known or hereafter devised for the purposes contemplated under this LAWtrust AATL CEN-SSCD CPS, any Subscriber's Agreement, and any Relying Party Agreements. LAWtrust grants to Subscribers and Relying Parties a non-exclusive, non-transferable license to use, copy, and distribute LAWtrust AATL CA01 Certificates, subject to such LAWtrust AATL CA01 Certificates being used as contemplated under this LAWtrust AATL CEN-SSCD CPS, Subscriber's Agreement, and any Relying Party Agreements, and further provided that such LAWtrust AATL CA01 Certificates are reproduced fully and accurately and are not published in any publicly available database, repository, or directory without the express written permission of LAWtrust. Except as expressly set forth herein, no other right is or shall be deemed to be granted, whether by implication, estoppels, inference or otherwise. Subject to availability, LAWtrust may in its discretion make copies of one or more Cross Certificate(s) available to Subscribers for use solely with the LAWtrust AATL CA01 Certificate issued to such Subscribers. LAWtrust retains all right, title, and interest (including all intellectual property rights), in, to and under the Cross Certificate(s).

LAWtrust grants permission to reproduce this LAWtrust AATL CEN-SSCD CPS provided that:

- The copyright notice on the first page of this LAWtrust AATL CEN-SSCD CPS is retained on any copies of the LAWtrust AATL CEN-SSCD CPS; and

- This LAWtrust AATL CEN-SSCD CPS is reproduced fully and accurately. LAWtrust retains all right, title, and interest (including all intellectual property rights), in, to and under this LAWtrust AATL CEN-SSCD CPS.

In no event shall LAWtrust or any independent third-party Registration Authority operating under a LAWtrust CA, or any Resellers or Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing be liable to any Applicants, Subscribers, or Relying Parties or any other third parties for any losses, costs, liabilities, expenses, damages, claims, or settlement amounts arising from or

relating to claims of infringement, misappropriation, dilution, unfair competition, or any other violation of any patent, trademark, copyright, trade secret, or any other intellectual property or any other right of person, entity, or organization in any jurisdiction arising from or relating to any LAWtrust AATL CA01 Certificate or arising from or relating to any services provided in relation to any LAWtrust AATL CA01 Certificate.

9.6   Representations and warranties

LAWtrust makes the following limited warranties to Subscribers with respect to the operation of LAWtrust AATL CA01:

- LAWtrust AATL CA01 shall provide Repository services consistent with the practices and procedures set forth in this LAWtrust AATL CEN-SSCD CPS;

- LAWtrust AATL CA01 shall perform LAWtrust AATL CA01 Certificate issuance consistent with the procedures set forth in this LAWtrust AATL CEN-SSCD CPS; and

- LAWtrust AATL CA01 shall provide revocation services consistent with the procedures set forth in this LAWtrust AATL CEN-SSCD CPS.

Notwithstanding the foregoing, in no event does LAWtrust, or any LAWtrust RA or the employees, or directors of LAWtrust or a LAWtrust RA make any representations, or provide any warranties, or conditions to any Applicants, Subscribers, Relying Parties, or any other persons, entities, or organizations with respect to:

- The techniques used in the generation and storage of the private key corresponding to the public key in a LAWtrust AATL CA01 Certificate, including, whether such private key has been Compromised or was generated using sound cryptographic techniques,

- The reliability of any cryptographic techniques or methods used in conducting any act, transaction, or process involving or utilizing a LAWtrust AATL CA01 Certificate,

- Any software whatsoever, or

- Non-repudiation of any LAWtrust AATL CA01 Certificate or any transaction facilitated through the use of a LAWtrust AATL CA01 Certificate, since such determination is a matter of applicable law.

Applicants, Subscribers, and Relying Parties acknowledge and agree that operations in relation to LAWtrust AATL CA01 Certificates and application using LAWtrust AATL CA01 Certificates are dependent on the transmission of information over communication infrastructures such as, without limitation, the Internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges ("Telecommunication Equipment") and that this Telecommunication Equipment is not under the control of LAWtrust or a LAWtrust RA or the employees, or directors of LAWtrust or a LAWtrust RA. Neither LAWtrust nor any LAWtrust RA or employees, or directors of LAWtrust or a LAWtrust RA, shall be liable for any error, failure, delay, interruption, defect, or corruption in relation to a LAWtrust AATL CA01 Certificate, a LAWtrust AATL CA01 Certificate CRL, OCSP Response or a LAWtrust AATL CA01 Certificate Application to the extent that such error, failure, delay, interruption, defect, or corruption is caused by such Telecommunication Equipment.

9.6.1 CA representations and warranties

The same liability provisions that apply in Section 9.6 with respect to LAWtrust AATL CA01 shall apply with respect to LAWtrust RA's and employees, and directors of the foregoing.

9.6.2 RA representations and warranties

LAWtrust appointed RA's identity verification and certificate lifecycle management are in conformation to the LAWtrust CP and CPS.

9.6.3 Subscriber representations and warranties

Subscribers and Applicants represent and warrant to LAWtrust that:

- All information provided by the Subscriber or Applicant to LAWtrust or to a LAWtrust RA is correct and does not contain any errors, omissions, or misrepresentations;

- Where applicable, the private key corresponding to the public key submitted by the Applicant or Subscriber in connection with a LAWtrust AATL CA01 Certificate

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Application was created using sound cryptographic techniques and has not been compromised;

- Any information provided to LAWtrust or to a LAWtrust RA by the Applicant or Subscriber in connection with a LAWtrust AATL CA01 Certificate Application does not infringe, misappropriate, dilute, unfairly compete with, or otherwise violate the intellectual property, or other rights of any person, entity, or organization in any jurisdiction;

- The Applicant shall notify the LAWtrust RA to which it submitted a certificate application as soon as practicable if any information included in the Applicant's LAWtrust AATL CA01 Certificate Application changes or if any change in any circumstances would make the information in the Applicant's LAWtrust AATL CA01 Certificate Application misleading or inaccurate;

- The Subscriber shall immediately cease to use the Subscriber's LAWtrust AATL CA01 Certificate if any information included in the Subscriber's LAWtrust AATL CA01 Certificate changes or if any change in any circumstances would make the information in the Subscriber's LAWtrust AATL CA01 Certificate misleading or inaccurate;

- The Subscriber shall immediately cease to use the Subscriber's LAWtrust AATL CA01 Certificate upon:

    Expiration, suspension or revocation of the Subscriber's LAWtrust AATL CA01 Certificate, or

    Any suspected or actual compromise of the private key corresponding to the public key in such LAWtrust AATL CA01 Certificate, and shall remove such LAWtrust AATL CA01 Certificate from the devices and/or software in which it has been installed.

- The Subscriber and/or Applicant Shall not use LAWtrust AATL CA01 Certificates for any hazardous or unlawful (including tortuous) activities.

9.6.4   Relying party representations and warranties

Relying Parties represent and warrant to LAWtrust that:

- The Relying Party shall properly validate a LAWtrust AATL CA01 Certificate before making a determination about whether to rely on such LAWtrust AATL CA01

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Certificate, including confirmation that the LAWtrust AATL CA01 Certificate has not expired or been revoked and that a proper chain of trust can be established to a trustworthy root;

- The Relying Party shall not rely on a revoked or expired LAWtrust AATL CA01 Certificate;

- The Relying Party shall not rely on a LAWtrust AATL CA01 Certificate that cannot be validated back to a trustworthy root;

- The Relying Party shall exercise its own judgment in determining whether it is reasonable under the circumstances to rely on a LAWtrust AATL CA01 Certificate, including determining whether such reliance is reasonable given the nature of the security and trust provided by a LAWtrust AATL CA01 Certificate and the importance or value of any transaction that may involve the use of a LAWtrust AATL CA01 Certificate; and

- The Relying Party shall not use a LAWtrust AATL CA01 Certificate for any hazardous or unlawful (including tortuous) activities.

9.6.5   Representations and warranties of other participants

No Stipulation.

9.7   Disclaimers of warranties

Except as specifically provided in sections 9.6 and 9.6.1, neither LAWtrust, the LAWtrust AATL CA01 nor any LAWtrust RA nor the employees, or directors of any of the foregoing shall make any representations or give any warranties or conditions, whether express, implied, statutory, by usage of trade, or otherwise, and LAWtrust all RA-Agents and the employees, and directors of the foregoing specifically disclaim any and all representations, warranties, and conditions of merchantability, non-infringement, title, satisfactory quality, and/or fitness for a particular purpose.

9.8   Limitation of liability

Neither LAWtrust, nor any LAWtrust RA, nor the employees, or directors of any of the foregoing entities shall be liable for any (a) direct, (b) indirect or special damages and/or (c) loss of income or profit and/or (d) any other form of consequential damages

howsoever arising, and regardless of form or cause of action. There are no financial responsibilities from subcontractors, vendors, suppliers, representatives and agents with regards to the certificate services provided by LAWtrust.

9.9 Indemnities

By relying on any certificate issued in terms of the provisions of this CPS you fully indemnify LAWtrust, any hardware and any other parties whose products are utilised in the certificate lifecycle chain. This indemnity includes indemnification against any losses of whatsoever nature, in whatever jurisdiction you may suffer as a result of your use of or reliance on a digital certificate.

9.10 Term and termination

9.10.1 Term

This CPS is effective when published to the LAWtrust repository. Newer versions will replace any superseded versions.

9.10.2 Termination

This CPS remains in effect until replaced.

9.10.3 Effect of termination and survival

CPS termination impact and following management proceeding will be communicated vi the appointed RA's or via the LAWtrust repository.

9.11 Individual notices and communications with participants

Unless expressly agreed with any participant to the contrary in writing, or stipulated by the LAWtrust PA to the contrary, communications addressed to a participant by LAWtrust, the LAWtrust AATL CA01 or a LAWtrust RA may, at the foregoing discretion, be communicated by eMail to the eMail address provided by the participant.

9.12   Amendments

9.12.1   Process for amendments

- LAWtrust PA shall consider the provisions of this LAWtrust AATL CEN-SSCD CPS, any documents, including without limitation, a Subscribers Agreement, Relying Party Agreement, or LAWtrust AATL CEN-SSCD RA Charter, previously approved by at least annually and shall also consider proposals for amendment that may be received from the LAWtrust OA or a LAWtrust RA.

- A proposal for an amendment to this LAWtrust AATL CEN-SSCD CPS or to any documents, including without limitation, a Subscribers Agreement, Relying Party Agreement, or LAWtrust AATL CEN-SSCD RA Charter, previously approved by the LAWtrust PA shall be submitted to the LAWtrust PA for consideration.

- The LAWtrust PA shall within a period of not more than 60 (sixty) days from the date of receipt of the proposal, consider the proposal and determine whether the proposal for amendment well founded and an amendment warranted.

- Once an amendment has been drafted it shall be considered by the LAWtrust PA taking into account good practice relating to the PKI, information security and the needs and best interests of the participants to the PKI.

9.12.2   Notification mechanism and period

- The LAWtrust PA shall determine the notification mechanisms and period before which an amendment may become effective in each instance and may provide written directives in this regard. See sections 1.5.4.2 and 1.5.4.3 for more detail.

- The LAWtrust PA shall exercise reasonable care to ensure that the mechanism of notification and the period of notification do not prejudice participants in the PKI and are in the best interests of the proper and secure operation of the PKI.

9.12.3   Circumstances under which OID must be changed

The Policy Authority determines whether CPS changes require and amendments.

9.13   Dispute resolution

In cases of legal or policy disputes, the LAWtrust Policy Authority will be responsible for dispute resolution. The LAWtrust Managing Director will be responsible for financial

disputes. If the matter in dispute is primarily a legal matter, then the Arbitrator shall be an advocate practising at the Johannesburg Bar and shall be appointed by agreement between the parties. If the parties are unable to agree as to the appointment of an Arbitrator within 7 (seven) days of the arbitration being demanded by any party, then he shall be appointed by the Chairman at the time of the Johannesburg Bar Council within 7 (seven) days of being requested to do so by any party. Should the Arbitrator deem it necessary to obtain technical advice on any matter relating to the dispute he shall be entitled to obtain such advice from a technical expert in the relevant field.

In cases of technical disputes, the LAWtrust Operations Authority will be responsible for dispute resolution in consultation with the LAWtrust Policy Authority. If the matter in dispute is primarily a technical matter, then the Arbitrator shall be an expert in the matter under dispute appointed by agreement between the parties. If the parties are unable to agree as to the appointment of an Arbitrator within 7 (seven) days of the arbitration being demanded by any party, then he shall be appointed by the Chairman at the time of the Computer Society of South Africa within 7 (seven) days of being requested to do so by any party.

9.14 Governing law

The entire provisions of this LAWtrust AATL CEN-SSCD CPS and any Subscriber's Agreement or Relying Party Agreement entered into pursuant to this LAWtrust AATL CEN-SSCD CPS shall be governed by and construed in accordance with the laws of the Republic of South Africa as it pertains to its applicability and usage inside the Republic of South Africa. Furthermore, the parties hereto irrevocably and unconditionally consent to the non-exclusive jurisdiction of the relevant court in the Republic of South Africa, as the case may be, in regard to the enforcement of any rights relating to all matters arising from this LAWtrust AATL CEN-SSCD CPS.

Where the digital certificate issued in terms of this CPS and Subscriber Agreement is issued to a party that is a citizen or resident of a country other than South Africa, then this document will be subject to the provisions of the jurisdiction in which the digital

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certificate is used. In the event of a dispute between LAWtrust and a digital certificate user, who is a citizen or resident of a country outside the Republic of South Africa, such dispute will be dealt with in accordance with the Rules of the London Court for Arbitration.

9.15 Compliance with applicable law

This CPS is subject is subject to all applicable laws and regulations including the Electronic Communications and Transactions Act of 2002 and the South African Accreditation Authority Regulations. It is contingent upon the user of any digital certificate issued under this document to ensure compliance with the relevant laws of the intended country of use and LAWtrust cannot accept any responsibility or liability in respect of such laws not recognising the relevant digital certificates.

9.16 Miscellaneous provisions

9.16.1 Entire agreement

The provisions of this LAWtrust AATL CEN-SSCD CPS and/or Subscribers or Relying Party Agreements, as the case may be, constitute the entire contract between the applicable parties with regard to matters dealt with in this LAWtrust AATL CEN-SSCD CPS and those agreements. No representations (save for any fraudulent misrepresentations) terms, conditions or warranties not contained in this LAWtrust AATL CEN-SSCD CPS and/or Subscriber or Relying Party Agreements, as the case may be, shall be binding on the parties.

9.16.2 Assignment

Any entity operating under this CPS may not assign their rights or obligations to any party without written consent by LAWtrust.

9.16.3 Severability

To the extent that any provisions of this LAWtrust AATL CEN-SSCD CPS or Subscriber or Relying Party Agreements, as the case may be, may be struck-out as unlawful, only those provisions shall be severed from this LAWtrust AATL CEN-SSCD CPS or a Subscriber or

Relying Party Agreements and all other provisions of this LAWtrust AATL CEN-SSCD CPS or Subscriber or Relying Party Agreements shall remain of full force and effect, notwithstanding the severing of those provisions. Any warranties for the service that are affected by corporate activity will be addressed in MSA's with Registration Authorities where necessary.

9.16.4   Enforcement (attorneys' fees and waiver of rights)

Any fees or costs awarded in terms of litigation or any other process resulting from Enforcement of this agreement will be governed by the decision of the presiding body, whether in terms of section 9.13 of this CPS or an order of a court in terms of section 9.14

9.16.5   Force Majeure

Neither LAWtrust, nor any LAWtrust RA, nor the employees, or directors of any of the foregoing entities shall be in default hereunder, or liable for any losses, costs, expenses, liabilities, damages, claims, or settlement amounts arising out of or related to delays in performance or from a failure to perform or comply with the terms of this LAWtrust AATL CEN-SSCD CPS, any Subscribers Agreement, or any Relying Party Agreement due to any causes beyond its control, which causes include, but are not limited to acts of God or of the public enemy, riots or insurrections, war, accidents, fire, strikes and other labour difficulties, embargoes, judicial action, default of any superior certification authority, lack of or inability to obtain export permits or approvals, necessary labour, materials, energy, utilities, components for machinery, acts of civil or military authorities.

9.17   Other provisions

9.17.1   Merger

The LAWtrust AATL CEN-SSCD CPS, the Subscriber Agreements, and the Relying Party Agreements state all of the rights and obligations of LAWtrust, any independent third-party Registration Authorities operating under a LAWtrust Certification Authority, any Resellers, Co-marketers, and any subcontractors, distributors, agents, suppliers,

employees, or directors of any of the foregoing, and any Applicant, Subscriber, or Relying Party and any other persons, entities, or organizations in respect to the subject matter hereof and thereof and such rights and obligations shall not be augmented or derogated by any prior agreements, communications, or understandings of any nature whatsoever whether oral or written.

The rights and obligations of LAWtrust, any independent third-party Registration Authorities operating under a LAWtrust Certification Authority, any Resellers, Co-marketers, and any subcontractors, distributors, agents, suppliers, employees, and directors of any of the foregoing may not be modified or waived orally and may be modified only in a writing signed or authenticated by a duly authorized representative of LAWtrust.

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10. SIGN OFF ACCEPTANCE

Name:	Katekani Hlabathi
Authority:	Policy Authority
Title:	Chief Information Officer
Date:	2020-09-10
Signature:	