

# Business Practices Disclosure for S/MIME Certificates

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## Content

1	INTRODUCTION	10
1.1	Overview	10
1.2	Document Name and Identification	10
1.2.1	Revisions	11
1.3	PKI Participants	11
1.3.1	Certification Authorities	11
1.3.2	Registration Authorities	11
1.3.2.1	Internal Registration Authority	11
1.3.2.2	External Registration Authority	11
1.3.3	Subscribers (End Entities)	11
1.3.4	Relying Parties	12
1.3.5	Other Participants	12
1.3.5.1	Reseller Partners	12
1.3.5.2	EPKI Manager Accounts	12
1.4	Certificate Usage	12
1.4.1	Appropriate Certificate Uses	12
1.4.2	Prohibited Certificate Uses	12
1.5	Policy Administration	12
1.5.1	Organization Administering the Document	12
1.5.2	Contact Person	12
1.5.2.1	Problem Reporting Address	12
1.5.2.1.1	Revocation Portal	12
1.5.2.1.2	ACME revokeCert	12
1.5.2.1.3	Notifying Us Via Email	12
1.5.3	Person Determining CP/CPS Suitability for the Policy	13
1.5.4	CP/CPS approval procedures	13
1.6	Definitions and Acronyms	13
1.6.1	Definitions	13
1.6.2	Acronyms	13
1.6.3	Conventions	13
2	PUBLICATION AND REPOSITORY RESPONSIBILITIES	14
2.1	Repositories	14

2.2	Publication of Certification Information	14
2.3	Time or Frequency of Publication	14
2.4	Access Controls on Repositories	14
2.5	Accuracy of Information	14
3	IDENTIFICATION AND AUTHENTICATION	15
3.1	Naming	15
3.1.1	Types of Names	15
3.1.2	Need for Names to be Meaningful	15
3.1.3	Anonymity or Pseudonymity of Subscribers	15
3.1.4	Rules for Interpreting Various Name Forms	15
3.1.4.1	1 Non ASCII character substitution	15
3.1.4.2	2 Geographic names	15
3.1.5	Uniqueness of Names	15
3.1.6	Recognition, Authentication, and Role of Trademarks	15
3.2	Initial Identity Validation	15
3.2.1	Method to Prove Possession of Private Key	15
3.2.2	Validation of mailbox authorization or control	15
3.2.2.1	Validating authority over mailbox via domain	15
3.2.2.2	Validating control over mailbox via email	15
3.2.2.3	Validating applicant as operator of associated mail server(s)	15
3.2.3	Authentication of Organization Identity	15
3.2.3.1	Attribute collection of organization identity	16
3.2.3.2	Validation of organization identity	16
3.2.3.3	Disclosure of verification sources	16
3.2.4	Authentication of Individual Identity	16
3.2.4.1	Attribute collection and validation of individual identity	16
3.2.5	Non-Verified Subscriber Information	16
3.2.6	Validation of Authority	16
3.2.7	Criteria for Interoperation	16
3.2.8	Reliability of verification sources	16
3.3	Identification and Authentication for Re-Key Requests	16
3.3.1	Identification and Authentication for Routine Re-Key	16
3.3.2	Identification and Authentication for Re-Key after Revocation	16
3.4	Identification and Authentication for Revocation Request	16
4	CERTIFICATE LIFECYCLE OPERATIONAL REQUIREMENTS	17
4.1	Certificate Application	17
4.1.1	Who can Submit a Certificate Application	17
4.1.1.1	EPKI Manager Account Holder Certificate Applications	17
4.1.1.2	Reseller Partner Certificate Applications	17
4.1.2	Enrollment Process and Responsibilities	17
4.2	Certificate Application Processing	17

4.2.1	Performing Identification and Authentication Functions	17
4.2.2	Approval or Rejection of Certificate Applications	17
4.2.3	Time to Process Certificate Applications	17
4.2.4	Certificate Authority Authorization	17
4.3	Certificate Issuance	17
4.3.1	CA Actions during Certificate Issuance	17
4.3.2	Notification to Subscriber by the CA of Issuance of Certificate	18
4.3.3	Refusal to Issue a Certificate	18
4.4	Certificate Acceptance	18
4.4.1	Conduct Constituting Certificate Acceptance	18
4.4.2	Publication of the Certificate by the CA	18
4.4.3	Notification of Certificate Issuance by the CA to Other Entities	18
4.4.3.1	Reseller Partner	18
4.4.3.2	EPKI Manager Account Holder	18
4.5	Key Pair and Certificate Usage	18
4.5.1	Subscriber Private Key and Certificate Usage	18
4.5.2	Relying Party Public Key and Certificate Usage	18
4.6	Certificate Renewal	18
4.6.1	Circumstance for Certificate Renewal	18
4.6.2	Who May Request Renewal	18
4.6.3	Processing Certificate Renewal Requests	18
4.6.4	Notification of New Certificate Issuance to Subscriber	18
4.6.5	Conduct Constituting Acceptance of a Renewal Certificate	18
4.6.6	Publication of the Renewal Certificate by the CA	18
4.6.7	Notification of Certificate Issuance by the CA to Other Entities	19
4.7	Certificate Re-key	19
4.7.1	Circumstances for Certificate Re-Key	19
4.7.2	Who May Request Certificate Re-key	19
4.7.3	Processing Certificate Rekeying Requests	19
4.7.4	Notification of Re-key to Subscriber	19
4.7.5	Conduct Constituting Acceptance of a Re-Keyed Certificate	19
4.7.6	Publication of the Re-Keyed Certificate by the CA	19
4.7.7	Notification of Certificate Issuance by the CA to Other Entities	19
4.8	Certificate Modification	19
4.8.1	Circumstance for Certificate Modification	19
4.8.2	Who May Request Certificate Modification	19
4.8.3	Processing Certificate Modification Requests	19
4.8.4	Notification of New Certificate Issuance to Subscriber	19
4.8.5	Conduct Constituting Acceptance of Modified Certificate	19
4.8.6	Publication of the Modified Certificate by the CA	19
4.8.7	Notification of Certificate Issuance by the CA to Other Entities	19

4.9	Certificate Revocation and Suspension	19
4.9.1	Circumstances for Revocation	20
4.9.2	Who Can Request Revocation	20
4.9.3	Procedure for Revocation Request	20
4.9.4	Revocation Request Grace Period	20
4.9.5	Time Within which CA Must Process the Revocation Request	20
4.9.6	Revocation Checking Requirement for Relying Parties	20
4.9.7	CRL Issuance Frequency	20
4.9.8	Maximum Latency for CRLs	20
4.9.9	On-Line Revocation/Status Checking Availability	20
4.9.10	10.On-Line Revocation Checking Requirements	20
4.9.11	10Other Forms of Revocation Advertisements Available	20
4.9.12	Special Requirements for Key Compromise	20
4.9.13	Circumstances for Suspension	20
4.9.14	Who can Request Suspension	20
4.9.15	Procedure for Suspension Request	20
4.9.16	Limits on Suspension Period	20
4.10	Certificate Status Services	20
4.10.1	Operational Characteristics	21
4.10.2	Service Availability	21
4.10.3	Optional Features	21
4.11	End of Subscription	21
4.12	Key Escrow and Recovery	21
4.12.1	Key Escrow and Recovery Policy and Practices	21
4.12.2	Session Key Encapsulation and Recovery Policy and Practices	21
5	FACILITY, MANAGEMENT, AND OPERATIONAL CONTROLS	22
5.1	Physical Controls	22
5.1.1	Site Location and Construction	22
5.1.2	Physical Access	22
5.1.2.1	Physical Access for CA Equipment	22
5.1.2.2	Physical Access for RA Equipment	22
5.1.3	Power and Air Conditioning	22
5.1.4	Water Exposures	22
5.1.5	Fire Prevention and Protection	22
5.1.6	Media Storage	22
5.1.7	Waste Disposal	22
5.1.8	Off-Site Backup	22
5.2	Procedural Controls	22
5.2.1	Trusted Roles	22
5.2.1.1	CA Administrators	22
5.2.1.2	CA Officers (e.g., CMS, RA, Validation and Vetting Personnel)	22

5.2.1.3	Operator (e.g., System Administrators/ System Engineers)	23
5.2.1.4	Internal Auditors	23
5.2.2	Number of Persons Required per Task	23
5.2.3	Identification and Authentication for Each Role	23
5.2.4	Roles Requiring Separation of Duties	23
5.3	Personnel Controls	23
5.3.1	Qualifications, Experience, and Clearance Requirements	23
5.3.2	Background Check Procedures	23
5.3.3	Training Requirements	23
5.3.4	Retraining Frequency and Requirements	23
5.3.5	Job Rotation Frequency and Sequence	23
5.3.6	Sanctions for Unauthorized Actions	23
5.3.7	Independent Contractor Requirements	23
5.3.8	Documentation Supplied to Personnel	23
5.4	Audit Logging Procedures	23
5.4.1	Types of Events Recorded	23
5.4.1.1	1 Router and firewall activities log	23
5.4.2	Frequency of Processing Log	24
5.4.3	Retention Period for Audit Log	24
5.4.4	Protection of Audit Log	24
5.4.5	Audit Log Backup Procedures	24
5.4.6	Audit Collection System (Internal vs. External)	24
5.4.7	Notification to Event-Causing Subject	24
5.4.8	Vulnerability Assessments	24
5.5	Records Archival	24
5.5.1	Types of Records Archived	24
5.5.2	Retention Period for Archive	24
5.5.3	Protection of Archive	24
5.5.4	Archive Backup Procedures	24
5.5.5	Requirements for Time-Stamping of Records	24
5.5.6	Archive Collection System (Internal or External)	24
5.5.7	Procedures to Obtain and Verify Archive Information	24
5.6	Key Changeover	24
5.7	Compromise and Disaster Recovery	24
5.7.1	Incident and Compromise Handling Procedures	25
5.7.2	Computing Resources, Software, and/or Data are corrupted	25
5.7.3	Entity Private Key Compromise Procedures	25
5.7.4	Business Continuity Capabilities after a Disaster	25
5.8	CA or RA Termination	25
6	TECHNICAL SECURITY CONTROLS	26
6.1	Key Pair Generation and Installation	26

6.1.1	Key Pair Generation	26
6.1.1.1	Subscriber Key Pairs	26
6.1.1.2	CA and subCA Key Pairs	26
6.1.2	Private Key Delivery to Subscriber	26
6.1.3	Public Key Delivery to Certificate Issuer	26
6.1.4	CA Public Key Delivery to Relying Parties	26
6.1.5	Key Sizes	26
6.1.6	Public Key Parameters Generation and Quality Checking	26
6.1.7	Key Usage Purposes (as per X.509 v3 key usage field)	26
6.2	Private Key Protection and Cryptographic Module Engineering Controls	26
6.2.1	Cryptographic Module Standards and Controls	26
6.2.2	Private Key (n out of m) Multi-Person Control	26
6.2.3	Private Key Escrow	26
6.2.4	Private Key Backup	26
6.2.5	Private Key Archival	26
6.2.6	Private Key Transfer into or from a Cryptographic Module	26
6.2.7	Private Key Storage on Cryptographic Module	27
6.2.8	Method of Activating Private Key	27
6.2.8.1	CA Administrator Activation	27
6.2.8.2	Offline CAs Private Key	27
6.2.8.3	Online CAs Private Keys	27
6.2.9	Method of Deactivating Private Key	27
6.2.10	10. Method of Destroying Private Key	27
6.2.11	1 Cryptographic Module Rating	27
6.3	Other Aspects of Key Pair Management	27
6.3.1	Public Key Archival	27
6.3.2	Certificate Operational Periods and Key Pair Usage Periods	27
6.4	Activation Data	27
6.4.1	Activation Data Generation and Installation	27
6.4.2	Activation Data Protection	27
6.4.3	Other Aspects of Activation Data	27
6.5	Computer Security Controls	27
6.5.1	Specific Computer Security Technical Requirements	27
6.5.2	Computer Security Rating	27
6.6	Lifecycle Technical Controls	28
6.6.1	System Development Controls	28
6.6.2	Security Management Controls	28
6.6.3	Lifecycle Security Controls	28
6.7	Network Security Controls	28
6.7.1	Network Segmentation	28
6.7.2	CA Infrastructure Security	28

6.8	Time-Stamping	28
7	CERTIFICATE, CRL, AND OCSP PROFILES	29
7.1	Certificate Profile	29
7.1.1	Version Number(s)	29
7.1.2	Certificate Extensions	29
7.1.2.1	Root CAs	29
7.1.2.2	Subordinate CAs	29
7.1.2.3	Subscriber Certificates	29
7.1.2.4	All Certificates	29
7.1.3	Algorithm Object Identifiers	29
7.1.4	Name Forms	29
7.1.4.1	Encoding	29
7.1.4.2	Subject Information – Subscriber Certificates	29
7.1.4.3	Subject Information – Root Certificates and Subordinate CA Certificates	29
7.1.4.3.1	Subject Distinguished Name Fields	29
7.1.5	Name Constraints	29
7.1.5.1	E-mail Protection	29
7.1.6	Certificate Policy Object Identifier	29
7.1.7	Usage of Policy Constraints Extension	30
7.1.8	Policy Qualifiers Syntax and Semantics	30
7.1.9	Processing Semantics for the Critical Certificate Policies Extension	30
7.2	CRL Profile	30
7.2.1	Version Number(s)	30
7.2.2	CRL and CRL Entry Extensions	30
7.3	OCSP Profile	30
7.3.1	Version Number(s)	30
7.3.2	OCSP Extensions	30
8	COMPLIANCE AUDIT AND OTHER ASSESSMENTS	31
8.1	Frequency or Circumstances of Assessment	31
8.2	Identity/Qualifications of Assessor	31
8.3	Assessor's Relationship to Assessed Entity	31
8.4	Topics Covered by Assessment	31
8.5	Actions Taken as a Result of Deficiency	31
8.6	Communication of Results	31
8.7	Self-Audits	31
8.8	Review of delegated parties	31
9	OTHER BUSINESS AND LEGAL MATTERS	32
9.1	Fees	32
9.1.1	Certificate Issuance or Renewal Fees	32
9.1.2	Certificate Access Fees	32
9.1.3	Revocation or Status Information Access Fees	32

9.1.4	Fees for Other Services	32
9.1.5	Refund Policy	32
9.1.6	Reissue Policy	32
9.2	Financial Responsibility	32
9.2.1	Insurance Coverage	32
9.2.2	Other Assets	32
9.2.3	Insurance or extended Warranty Coverage	32
9.3	Confidentiality of Business Information	32
9.3.1	Scope of Confidential Information	32
9.3.2	Information Not Within the Scope of Confidential Information	32
9.3.3	Responsibility to Protect Confidential Information	32
9.3.4	Publication of Certificate Revocation Data	32
9.4	Privacy of Personal Information	33
9.4.1	Privacy Plan	33
9.4.2	Information Treated as Private	33
9.4.3	Information not Deemed Private	33
9.4.4	Responsibility to Protect Private Information	33
9.4.5	Notice and Consent to Use Private Information	33
9.4.6	Disclosure Pursuant to Judicial or Administrative Process	33
9.4.7	Other Information Disclosure Circumstances	33
9.5	Intellectual Property Rights	33
9.6	Representations and Warranties	33
9.6.1	CA Representations and Warranties	33
9.6.2	RA Representations and Warranties	33
9.6.3	Subscriber Representations and Warranties	33
9.6.4	Relying Party Representations and Warranties	33
9.6.5	Representations and Warranties of other Participants	33
9.7	Disclaimers of Warranties	33
9.7.1	Fitness for a Particular Purpose	33
9.7.2	Other Warranties	33
9.8	Limitations of Liability	34
9.8.1	Damage and Loss Limitations	34
9.8.2	Exclusion of Certain Elements of Damages	34
9.9	Indemnities	34
9.9.1	Indemnification by Sectigo	34
9.9.2	Indemnification by Subscriber	34
9.9.3	Indemnification by Relying Parties	34
9.10	Term and Termination	34
9.10.1	Term	34
9.10.2	Termination	34
9.10.3	Effect of Termination and Survival	34

9.11	Individual Notices and Communications with Participants	34
9.12	Amendments	34
9.12.1	Procedure for Amendment	34
9.12.2	Notification Mechanism and Period	34
9.12.3	Circumstances Under Which OID Must be Changed	34
9.13	Dispute Resolution Provisions	34
9.14	Governing Law, Interpretation, and Jurisdiction	35
9.14.1	Governing Law	35
9.14.2	Interpretation	35
9.14.3	Jurisdiction	35
9.15	Compliance with Applicable Law	35
9.16	Miscellaneous Provisions	35
9.16.1	Entire Agreement	35
9.16.2	Assignment	35
9.16.3	Severability	35
9.16.4	Enforcement (Attorneys' Fees and Waiver of Rights)	35
9.16.5	Force Majeure	35
9.16.6	Conflict of Rules	35
9.17	Other Provisions	35
9.17.1	Subscriber Liability to Relying Parties	35
9.17.2	Duty to Monitor Agents	35
9.17.3	Ownership	35
9.17.4	Interference with Sectigo Implementation	35
9.17.5	Choice of Cryptographic Method	35
9.17.6	Sectigo Partnerships Limitations	35
9.17.7	Subscriber Obligations	36

## 1 INTRODUCTION

This document defines the business activities performed by PSW GROUP GmbH & Co. KG (PSW GROUP) as Registration Authority (RA) of the Sectigo Web PKI of Sectigo Limited for S/MIME certificates. The Sectigo Web PKI regulates the issuance of S/MIME certificates that are to be trusted on the public Internet.

PSW GROUP acts as a Registration Authority for Sectigo, performing registrations and facilitating the trading of digital certificates under the Sectigo Web PKI.

### 1.1 Overview

PSW GROUP is one of the leading service providers for certificate solutions in Germany. We successfully cooperate with the largest certification authorities worldwide. An important part of PSW GROUP's business activities comprises the registration of organization-validated and sponsor-validated S/MIME certificates. For the Certification Authorities for which we perform these validation activities, we verify the identity of the subscriber/certificate holder, and typically conduct the validation call in German. In accordance with WEBTRUST PRINCIPLES AND CRITERIA FOR REGISTRATION AUTHORITIES, we provide the following information about the services we provide as part of our work for Sectigo.

### 1.2 Document Name and Identification

This document is an addendum by PSW GROUP to the combined S/MIME CP/CPS of Sectigo.

This Addendum specifies additional requirements for Registration Authorities (RAs) acting on behalf of Sectigo. The goal is to ensure compliance with the current WebTrust Principles and Criteria for Registration Authorities, supporting the integrity, traceability, and trustworthiness of registration processes.

PSW GROUP acts in accordance with the current specifications of the CA/B Forum:

- Baseline Requirements for the Issuance and Management of Publicly-Trusted S/MIME Certificates
  - Link: <https://cabforum.org/working-groups/smime/documents/>
- Network and Certificate System Security Requirements - Link: <https://cabforum.org/working-groups/netsec/documents/>

PSW GROUP complies with the current version of the following WebTrust documents by CPA Canada:

- WebTrust Principles and Criteria for Registration Authorities – Link:  
<https://www.cpacanada.ca/en/business-and-accounting-resources/audit-and-assurance/overview-of-webtrust-services/principles-and-criteria>

And according to the requirements of the Certification Authority (CA) Sectigo including the documents:

- S/MIME Certificate Policy and Certification Practice Statement v1.0.6 - Link:  
<https://www.sectigo.com/legal>

If any inconsistency exists between this document and the normative provisions of any applicable industry guideline or standard, the industry guideline or standard shall take precedence over this Business Practices Disclosure.

Our Business Practices Disclosure documents address our collaboration with Sectigo in the validation of TLS, S/MIME and Code Signing Certificates.

In sections that do not concern PSW GROUP as RA no stipulation is made to the combined CP/CPS of Sectigo. In these sections, "No stipulation." is noted.

## 1.2.1 Revisions

This document is reviewed at least annually and adopts changes in Sectigo S/MIME CP/CPS in a timely manner.

Document version	Effective Date	Changes
1.0	2025/08/19	Adoption of combined CP/CPS of Sectigo
1.1	2025/11/21	Compliance with Sectigo S/MIME Certificates CP/CPS 1.0.6 – no changes

## 1.3 PKI Participants

No stipulation.

### 1.3.1 Certification Authorities

No stipulation.

### 1.3.2 Registration Authorities

PSW GROUP collects and verifies the identity of each Subscriber and the information to be enrolled in the Subscriber's certificate. PSW GROUP performs its function in accordance with the CP/CPS approved by the Policy Authority. PSW GROUP regularly performs the following tasks:

- the registration process
- the identification and authentication process.

PSW GROUP operates locally within its own geographic or business partnerships, subject to approval and authorization by Sectigo, and in accordance with Sectigo's practices and procedures.

PSW GROUP does not itself issue digital certificates, nor does it arrange for their issuance. PSW GROUP registers some or all of the subject's identity information, but does not perform domain control validation.

The RA is responsible for recording all validation steps and maintaining tamper-evident logs of all registration-related actions. The CA reserves the right to audit these logs at any time. All RA staff involved in certificate approvals must be uniquely identified and actions must require dual control (two-person rule) where required by WebTrust.

Sectigo operates a number of intermediate CAs from which it issues certificates for which PSW GROUP has performed the registration process.

#### 1.3.2.1 Internal Registration Authority

No stipulation.

#### 1.3.2.2 External Registration Authority

PSW GROUP acts as an External Registration Authority for Sectigo.

External Registration Authorities must comply with WebTrust for RAs, including maintaining their own documented controls and undergoing independent annual audits. Audit results must be shared with Sectigo and may be required for CA/Browser Forum compliance verification.

### 1.3.3 Subscribers (End Entities)

No stipulation.

## 1.3.4 Relying Parties

No stipulation.

## 1.3.5 Other Participants

No stipulation.

### 1.3.5.1 Reseller Partners

No stipulation.

### 1.3.5.2 EPKI Manager Accounts

No stipulation.

## 1.4 Certificate Usage

No stipulation.

### 1.4.1 Appropriate Certificate Uses

No stipulation.

### 1.4.2 Prohibited Certificate Uses

No stipulation.

## 1.5 Policy Administration

No stipulation.

### 1.5.1 Organization Administering the Document

PSW GROUP is responsible for administering this document.

### 1.5.2 Contact Person

PSW GROUP can be contacted as follows:

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Hessen, Germany

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E-MAIL: [info@psw.de](mailto:info@psw.de)

URL: <https://www.psw-group.de>

Contact information for the Sectigo Policy Authority is provided in the Sectigo CP/CPS documents at [sectigo.com/legal](http://sectigo.com/legal).

### 1.5.2.1 Problem Reporting Address

No stipulation.

#### 1.5.2.1.1 Revocation Portal

No stipulation.

#### 1.5.2.1.2 ACME revokeCert

No stipulation.

#### 1.5.2.1.3 Notifying Us Via Email

No stipulation.

## **1.5.3 Person Determining CP/CPS Suitability for the Policy**

No stipulation.

## **1.5.4 CP/CPS approval procedures**

No stipulation.

## **1.6 Definitions and Acronyms**

No stipulation.

### **1.6.1 Definitions**

As defined in the Sectigo combined CP/CPS.

### **1.6.2 Acronyms**

As defined in the Sectigo combined CP/CPS.

### **1.6.3 Conventions**

As defined in the Sectigo combined CP/CPS.

## **2 PUBLICATION AND REPOSITORY RESPONSIBILITIES**

Sectigo publishes its documents at <https://www.sectigo.com/legal>. There Sectigo makes available the combined CP/CPS documents, the Subscriber Agreement and the EV Certificate requests in the current version.

### **2.1 Repositories**

PSW GROUP provides links to all relevant documents of the Certification Authorities whose digital certificates are offered by PSW GROUP at <https://www.psw-group.de/downloads>. In particular, all CP, CPS, and Subscriber Agreements of these Certification Authorities are linked there, where possible.

Sectigo documents are alternatively available at <https://www.sectigo.com/legal>.

### **2.2 Publication of Certification Information**

No stipulation.

### **2.3 Time or Frequency of Publication**

The documents are reviewed and updated at least annually, without a fixed date. In the event of relevant changes in the Sectigo CP/CPS or other material changes, this document will be updated and republished.

### **2.4 Access Controls on Repositories**

The documents published in the repository are for public information and are freely accessible.

### **2.5 Accuracy of Information**

PSW GROUP has taken measures to regularly check this information being up to date and to check the content for accuracy. This document will be reviewed at least annually. If Sectigo CP/CPS have relevant changes then this document will be updated accordingly. If information in this document contradicts the CP/CPS of Sectigo, the provisions from the CP/CPS shall apply.

## 3 IDENTIFICATION AND AUTHENTICATION

No stipulation.

### 3.1 Naming

No stipulation.

#### 3.1.1 Types of Names

No stipulation.

#### 3.1.2 Need for Names to be Meaningful

No stipulation.

#### 3.1.3 Anonymity or Pseudonymity of Subscribers

No stipulation.

#### 3.1.4 Rules for Interpreting Various Name Forms

No stipulation.

##### 3.1.4.1 Non ASCII character substitution

No stipulation.

##### 3.1.4.2 Geographic names

No stipulation.

#### 3.1.5 Uniqueness of Names

No stipulation.

#### 3.1.6 Recognition, Authentication, and Role of Trademarks

No stipulation.

## 3.2 Initial Identity Validation

No stipulation.

### 3.2.1 Method to Prove Possession of Private Key

No stipulation.

### 3.2.2 Validation of mailbox authorization or control

No stipulation.

#### 3.2.2.1 Validating authority over mailbox via domain

No stipulation.

#### 3.2.2.2 Validating control over mailbox via email

No stipulation.

#### 3.2.2.3 Validating applicant as operator of associated mail server(s)

No stipulation.

#### 3.2.2.4 Validating control over mailbox using ACME extensions

No stipulation.

### 3.2.3 Authentication of Organization Identity

No stipulation.

### **3.2.3.1 Attribute collection of organization identity**

No stipulation.

### **3.2.3.2 Validation of organization identity**

No stipulation.

### **3.2.3.3 Disclosure of verification sources**

No stipulation.

## **3.2.4 Authentication of Individual Identity**

No stipulation.

### **3.2.4.1 Attribute collection and validation of individual identity**

No stipulation.

## **3.2.5 Non-Verified Subscriber Information**

No stipulation.

## **3.2.6 Validation of Authority**

No stipulation.

## **3.2.7 Criteria for Interoperation**

No stipulation.

## **3.2.8 Reliability of verification sources**

No stipulation.

## **3.3 Identification and Authentication for Re-Key Requests**

No stipulation.

### **3.3.1 Identification and Authentication for Routine Re-Key**

No stipulation.

### **3.3.2 Identification and Authentication for Re-Key after Revocation**

No stipulation.

## **3.4 Identification and Authentication for Revocation Request**

No stipulation.

## 4 CERTIFICATE LIFECYCLE OPERATIONAL REQUIREMENTS

No stipulation.

### 4.1 Certificate Application

The requirements for applying for a Sectigo certificate via PSW GROUP can be found for each product on the respective product page at <https://www.psw-group.de>, under the "Validierung" tab. This information is currently available in German.

The specifications in the combined CP/CPS for S/MIME certificates of Sectigo apply.

#### 4.1.1 Who can Submit a Certificate Application

No stipulation.

##### 4.1.1.1 EPKI Manager Account Holder Certificate Applications

No stipulation.

##### 4.1.1.2 Reseller Partner Certificate Applications

No stipulation.

#### 4.1.2 Enrollment Process and Responsibilities

No stipulation.

### 4.2 Certificate Application Processing

No stipulation.

#### 4.2.1 Performing Identification and Authentication Functions

PSW GROUP performs identification and authentication functions, in part, as an RA for Sectigo, in accordance with the specifications of the S/MIME CP/CPS.

This includes:

- Verify the identity of the requester as specified in the combined CP/CPS.
- Verify the authority of the requester and the integrity of the information in the Certificate request as specified in the combined CP/CPS.
- Ask Sectigo to sign a Certificate if all Certificate requirements have been met.

#### 4.2.2 Approval or Rejection of Certificate Applications

No stipulation.

#### 4.2.3 Time to Process Certificate Applications

No stipulation.

#### 4.2.4 Certificate Authority Authorization

No stipulation.

### 4.3 Certificate Issuance

No stipulation.

#### 4.3.1 CA Actions during Certificate Issuance

No stipulation.

## **4.3.2 Notification to Subscriber by the CA of Issuance of Certificate**

PSW GROUP provides the certificate to the Subscriber and notifies the Subscriber via e-mail after confirming that the Subscriber has formally acknowledged their obligations as described in the combined CP/CPS.

## **4.3.3 Refusal to Issue a Certificate**

No stipulation.

## **4.4 Certificate Acceptance**

No stipulation.

### **4.4.1 Conduct Constituting Certificate Acceptance**

No stipulation.

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

No stipulation.

### **4.4.3 Notification of Certificate Issuance by the CA to Other Entities**

No stipulation.

#### **4.4.3.1 Reseller Partner**

No stipulation.

#### **4.4.3.2 EPKI Manager Account Holder**

No stipulation.

## **4.5 Key Pair and Certificate Usage**

No stipulation.

### **4.5.1 Subscriber Private Key and Certificate Usage**

No stipulation.

### **4.5.2 Relying Party Public Key and Certificate Usage**

No stipulation.

## **4.6 Certificate Renewal**

No stipulation.

### **4.6.1 Circumstance for Certificate Renewal**

No stipulation.

### **4.6.2 Who May Request Renewal**

No stipulation.

### **4.6.3 Processing Certificate Renewal Requests**

No stipulation.

### **4.6.4 Notification of New Certificate Issuance to Subscriber**

No stipulation.

### **4.6.5 Conduct Constituting Acceptance of a Renewal Certificate**

No stipulation.

### **4.6.6 Publication of the Renewal Certificate by the CA**

No stipulation.

## **4.6.7 Notification of Certificate Issuance by the CA to Other Entities**

No stipulation.

## **4.7 Certificate Re-key**

No stipulation.

### **4.7.1 Circumstances for Certificate Re-Key**

No stipulation.

### **4.7.2 Who May Request Certificate Re-key**

No stipulation.

### **4.7.3 Processing Certificate Rekeying Requests**

No stipulation.

### **4.7.4 Notification of Re-key to Subscriber**

No stipulation.

### **4.7.5 Conduct Constituting Acceptance of a Re-Keyed Certificate**

No stipulation.

### **4.7.6 Publication of the Re-Keyed Certificate by the CA**

No stipulation.

## **4.7.7 Notification of Certificate Issuance by the CA to Other Entities**

No stipulation.

## **4.8 Certificate Modification**

No stipulation.

### **4.8.1 Circumstance for Certificate Modification**

No stipulation.

### **4.8.2 Who May Request Certificate Modification**

No stipulation.

### **4.8.3 Processing Certificate Modification Requests**

No stipulation.

### **4.8.4 Notification of New Certificate Issuance to Subscriber**

No stipulation.

### **4.8.5 Conduct Constituting Acceptance of Modified Certificate**

No stipulation.

### **4.8.6 Publication of the Modified Certificate by the CA**

No stipulation.

## **4.8.7 Notification of Certificate Issuance by the CA to Other Entities**

No stipulation.

## **4.9 Certificate Revocation and Suspension**

No stipulation.

## **4.9.1 Circumstances for Revocation**

No stipulation.

## **4.9.2 Who Can Request Revocation**

No stipulation.

## **4.9.3 Procedure for Revocation Request**

No stipulation.

## **4.9.4 Revocation Request Grace Period**

PSW GROUP processes revocation requests for certificates which have been applied for at PSW GROUP.

Revocation requests for Sectigo certificates are forwarded to Sectigo.

PSW GROUP ensures that the revocation request is made by the organization or individual entity that has made the Certificate application.

## **4.9.5 Time Within which CA Must Process the Revocation Request**

No stipulation.

## **4.9.6 Revocation Checking Requirement for Relying Parties**

No stipulation.

## **4.9.7 CRL Issuance Frequency**

No stipulation.

## **4.9.8 Maximum Latency for CRLs**

No stipulation.

## **4.9.9 On-Line Revocation/Status Checking Availability**

No stipulation.

## **4.9.10 On-Line Revocation Checking Requirements**

No stipulation.

## **4.9.11 Other Forms of Revocation Advertisements Available**

No stipulation.

## **4.9.12 Special Requirements for Key Compromise**

No stipulation.

## **4.9.13 Circumstances for Suspension**

No stipulation.

## **4.9.14 Who can Request Suspension**

No stipulation.

## **4.9.15 Procedure for Suspension Request**

No stipulation.

## **4.9.16 Limits on Suspension Period**

No Stipulation.

# **4.10 Certificate Status Services**

No Stipulation.

## **4.10.1 Operational Characteristics**

No Stipulation.

## **4.10.2 Service Availability**

No Stipulation.

## **4.10.3 Optional Features**

No stipulation.

## **4.11 End of Subscription**

No Stipulation.

## **4.12 Key Escrow and Recovery**

No Stipulation.

### **4.12.1 Key Escrow and Recovery Policy and Practices**

No stipulation.

### **4.12.2 Session Key Encapsulation and Recovery Policy and Practices**

No stipulation.

## **5 FACILITY, MANAGEMENT, AND OPERATIONAL CONTROLS**

No stipulation.

### **5.1 Physical Controls**

PSW GROUP protects equipment and systems used for RA activities through specific measures, and reviews associated risks annually and after significant changes.

#### **5.1.1 Site Location and Construction**

No stipulation.

#### **5.1.2 Physical Access**

No stipulation.

##### **5.1.2.1 Physical Access for CA Equipment**

No stipulation.

##### **5.1.2.2 Physical Access for RA Equipment**

No stipulation.

#### **5.1.3 Power and Air Conditioning**

No stipulation.

#### **5.1.4 Water Exposures**

No stipulation.

#### **5.1.5 Fire Prevention and Protection**

No stipulation.

#### **5.1.6 Media Storage**

No stipulation.

#### **5.1.7 Waste Disposal**

No stipulation.

#### **5.1.8 Off-Site Backup**

No stipulation.

## **5.2 Procedural Controls**

### **5.2.1 Trusted Roles**

PSW GROUP appoints individuals to trusted roles after evaluating their suitability for registration tasks and ensuring process security. Trusted roles are reviewed annually, and status is revoked immediately in the event of changes or a negative suitability assessment.

Individuals in trusted roles are granted access to Sectigo software for the registration process, relevant documentation, and secure areas as necessary.

#### **5.2.1.1 CA Administrators**

No stipulation.

#### **5.2.1.2 CA Officers (e.g., CMS, RA, Validation and Vetting Personnel)**

No stipulation.

## 5.2.1.3 Operator (e.g., System Administrators/ System Engineers)

No stipulation.

## 5.2.1.4 Internal Auditors

No stipulation.

## 5.2.2 Number of Persons Required per Task

No stipulation.

## 5.2.3 Identification and Authentication for Each Role

No stipulation.

## 5.2.4 Roles Requiring Separation of Duties

No stipulation.

## 5.3 Personnel Controls

No stipulation.

### 5.3.1 Qualifications, Experience, and Clearance Requirements

No stipulation.

### 5.3.2 Background Check Procedures

PSW GROUP conducts background checks for all individuals assigned to trusted roles.

### 5.3.3 Training Requirements

Employee training is conducted and reviewed in accordance with a defined training plan. Separate documented assessments are performed for trusted roles, and passing these assessments is mandatory for appointment to a trusted role.

### 5.3.4 Retraining Frequency and Requirements

No stipulation.

### 5.3.5 Job Rotation Frequency and Sequence

No stipulation.

### 5.3.6 Sanctions for Unauthorized Actions

No stipulation.

### 5.3.7 Independent Contractor Requirements

No stipulation.

### 5.3.8 Documentation Supplied to Personnel

No stipulation.

## 5.4 Audit Logging Procedures

No stipulation.

### 5.4.1 Types of Events Recorded

No stipulation.

#### 5.4.1.1 Router and firewall activities log

No stipulation.

## 5.4.2 Frequency of Processing Log

No stipulation.

## 5.4.3 Retention Period for Audit Log

No stipulation.

## 5.4.4 Protection of Audit Log

No stipulation.

## 5.4.5 Audit Log Backup Procedures

No stipulation.

## 5.4.6 Audit Collection System (Internal vs. External)

No stipulation.

## 5.4.7 Notification to Event-Causing Subject

No stipulation.

## 5.4.8 Vulnerability Assessments

No stipulation.

# 5.5 Records Archival

No stipulation.

## 5.5.1 Types of Records Archived

No stipulation.

## 5.5.2 Retention Period for Archive

No stipulation.

## 5.5.3 Protection of Archive

No stipulation.

## 5.5.4 Archive Backup Procedures

No stipulation.

## 5.5.5 Requirements for Time-Stamping of Records

No stipulation.

## 5.5.6 Archive Collection System (Internal or External)

No stipulation.

## 5.5.7 Procedures to Obtain and Verify Archive Information

No stipulation.

# 5.6 Key Changeover

No stipulation.

# 5.7 Compromise and Disaster Recovery

No stipulation.

## **5.7.1 Incident and Compromise Handling Procedures**

No stipulation.

## **5.7.2 Computing Resources, Software, and/or Data are corrupted**

No stipulation.

## **5.7.3 Entity Private Key Compromise Procedures**

No stipulation.

## **5.7.4 Business Continuity Capabilities after a Disaster**

No stipulation.

## **5.8 CA or RA Termination**

No stipulation.

## 6 TECHNICAL SECURITY CONTROLS

No stipulation.

### 6.1 Key Pair Generation and Installation

#### 6.1.1 Key Pair Generation

##### 6.1.1.1 Subscriber Key Pairs

No stipulation.

##### 6.1.1.2 CA and subCA Key Pairs

No stipulation.

#### 6.1.2 Private Key Delivery to Subscriber

No stipulation.

#### 6.1.3 Public Key Delivery to Certificate Issuer

No stipulation.

#### 6.1.4 CA Public Key Delivery to Relying Parties

No stipulation.

#### 6.1.5 Key Sizes

No stipulation.

#### 6.1.6 Public Key Parameters Generation and Quality Checking

No stipulation.

#### 6.1.7 Key Usage Purposes (as per X.509 v3 key usage field)

No stipulation.

## 6.2 Private Key Protection and Cryptographic Module Engineering Controls

No stipulation.

### 6.2.1 Cryptographic Module Standards and Controls

No stipulation.

### 6.2.2 Private Key (n out of m) Multi-Person Control

No stipulation.

### 6.2.3 Private Key Escrow

No stipulation.

### 6.2.4 Private Key Backup

No stipulation.

### 6.2.5 Private Key Archival

No stipulation.

### 6.2.6 Private Key Transfer into or from a Cryptographic Module

No stipulation.

## 6.2.7 Private Key Storage on Cryptographic Module

No stipulation.

## 6.2.8 Method of Activating Private Key

No stipulation.

### 6.2.8.1 CA Administrator Activation

No stipulation.

### 6.2.8.2 Offline CAs Private Key

No stipulation.

### 6.2.8.3 Online CAs Private Keys

No stipulation.

## 6.2.9 Method of Deactivating Private Key

No stipulation.

## 6.2.10 Method of Destroying Private Key

No stipulation.

## 6.2.11 Cryptographic Module Rating

No stipulation.

## 6.3 Other Aspects of Key Pair Management

No stipulation.

### 6.3.1 Public Key Archival

No stipulation.

### 6.3.2 Certificate Operational Periods and Key Pair Usage Periods

No stipulation.

## 6.4 Activation Data

No stipulation.

### 6.4.1 Activation Data Generation and Installation

No stipulation.

### 6.4.2 Activation Data Protection

No stipulation.

### 6.4.3 Other Aspects of Activation Data

No stipulation.

## 6.5 Computer Security Controls

### 6.5.1 Specific Computer Security Technical Requirements

No stipulation.

### 6.5.2 Computer Security Rating

No stipulation.

## 6.6 Lifecycle Technical Controls

### 6.6.1 System Development Controls

No stipulation.

### 6.6.2 Security Management Controls

No stipulation.

### 6.6.3 Lifecycle Security Controls

No stipulation.

## 6.7 Network Security Controls

No stipulation.

### 6.7.1 Network Segmentation

No stipulation.

### 6.7.2 CA Infrastructure Security

No stipulation.

## 6.8 Time-Stamping

No stipulation.

## 7 CERTIFICATE, CRL, AND OCSP PROFILES

No stipulation.

### 7.1 Certificate Profile

No stipulation.

#### 7.1.1 Version Number(s)

No stipulation.

#### 7.1.2 Certificate Extensions

No stipulation.

##### 7.1.2.1 Root CAs

No stipulation.

##### 7.1.2.2 Subordinate CAs

No stipulation.

##### 7.1.2.3 Subscriber Certificates

No stipulation.

##### 7.1.2.4 All Certificates

No stipulation.

#### 7.1.3 Algorithm Object Identifiers

No stipulation.

#### 7.1.4 Name Forms

No stipulation.

##### 7.1.4.1 Encoding

No stipulation.

##### 7.1.4.2 Subject Information - Subscriber Certificates

No stipulation.

##### 7.1.4.3 Subject Information - Root Certificates and Subordinate CA Certificates

No stipulation.

##### 7.1.4.3.1 Subject Distinguished Name Fields

No stipulation.

#### 7.1.5 Name Constraints

No stipulation.

##### 7.1.5.1 E-mail Protection

No stipulation.

#### 7.1.6 Certificate Policy Object Identifier

No stipulation.

## 7.1.7 Usage of Policy Constraints Extension

No stipulation.

## 7.1.8 Policy Qualifiers Syntax and Semantics

No stipulation.

## 7.1.9 Processing Semantics for the Critical Certificate Policies Extension

No stipulation.

## 7.2 CRL Profile

No stipulation.

### 7.2.1 Version Number(s)

### 7.2.2 CRL and CRL Entry Extensions

No stipulation.

## 7.3 OCSP Profile

No stipulation.

### 7.3.1 Version Number(s)

No stipulation.

### 7.3.2 OCSP Extensions

No stipulation.

## **8 COMPLIANCE AUDIT AND OTHER ASSESSMENTS**

All RAs must undergo an annual independent WebTrust for RA assessment, covering all relevant processes and controls.

### **8.1 Frequency or Circumstances of Assessment**

No stipulation.

### **8.2 Identity/Qualifications of Assessor**

No stipulation.

### **8.3 Assessor's Relationship to Assessed Entity**

No stipulation.

### **8.4 Topics Covered by Assessment**

No stipulation.

### **8.5 Actions Taken as a Result of Deficiency**

No stipulation.

### **8.6 Communication of Results**

No stipulation.

### **8.7 Self-Audits**

No stipulation.

### **8.8 Review of delegated parties**

No stipulation.

## 9 OTHER BUSINESS AND LEGAL MATTERS

No stipulation.

### 9.1 Fees

No stipulation.

#### 9.1.1 Certificate Issuance or Renewal Fees

No stipulation.

#### 9.1.2 Certificate Access Fees

No stipulation.

#### 9.1.3 Revocation or Status Information Access Fees

No stipulation.

#### 9.1.4 Fees for Other Services

No stipulation.

#### 9.1.5 Refund Policy

No stipulation.

#### 9.1.6 Reissue Policy

No stipulation.

## 9.2 Financial Responsibility

### 9.2.1 Insurance Coverage

No stipulation.

### 9.2.2 Other Assets

No stipulation.

### 9.2.3 Insurance or extended Warranty Coverage

No stipulation.

## 9.3 Confidentiality of Business Information

No stipulation.

### 9.3.1 Scope of Confidential Information

No stipulation.

### 9.3.2 Information Not Within the Scope of Confidential Information

No stipulation.

### 9.3.3 Responsibility to Protect Confidential Information

No stipulation.

### 9.3.4 Publication of Certificate Revocation Data

No stipulation.

## 9.4 Privacy of Personal Information

### 9.4.1 Privacy Plan

PSW GROUP follows the specifications of Sectigo and the legal requirements in Germany and the EU.

### 9.4.2 Information Treated as Private

No stipulation.

### 9.4.3 Information not Deemed Private

No stipulation.

### 9.4.4 Responsibility to Protect Private Information

No stipulation.

### 9.4.5 Notice and Consent to Use Private Information

No stipulation.

### 9.4.6 Disclosure Pursuant to Judicial or Administrative Process

No stipulation.

### 9.4.7 Other Information Disclosure Circumstances

No stipulation.

## 9.5 Intellectual Property Rights

No stipulation.

## 9.6 Representations and Warranties

### 9.6.1 CA Representations and Warranties

No stipulation.

### 9.6.2 RA Representations and Warranties

The RA warrants ongoing compliance with WebTrust for RAs and agrees to immediately inform Sectigo of any incidents that may impact the integrity or trustworthiness of the registration process.

### 9.6.3 Subscriber Representations and Warranties

No stipulation.

### 9.6.4 Relying Party Representations and Warranties

No stipulation.

### 9.6.5 Representations and Warranties of other Participants

No stipulation.

## 9.7 Disclaimers of Warranties

### 9.7.1 Fitness for a Particular Purpose

No stipulation.

### 9.7.2 Other Warranties

No stipulation.

## 9.8 Limitations of Liability

No stipulation.

### 9.8.1 Damage and Loss Limitations

No stipulation.

### 9.8.2 Exclusion of Certain Elements of Damages

No stipulation.

## 9.9 Indemnities

### 9.9.1 Indemnification by Sectigo

No stipulation.

### 9.9.2 Indemnification by Subscriber

No stipulation.

### 9.9.3 Indemnification by Relying Parties

No stipulation.

## 9.10 Term and Termination

### 9.10.1 Term

No stipulation.

### 9.10.2 Termination

No stipulation.

### 9.10.3 Effect of Termination and Survival

No stipulation.

## 9.11 Individual Notices and Communications with Participants

No stipulation.

## 9.12 Amendments

No stipulation.

### 9.12.1 Procedure for Amendment

No stipulation.

### 9.12.2 Notification Mechanism and Period

No stipulation.

### 9.12.3 Circumstances Under Which OID Must be Changed

No stipulation.

## 9.13 Dispute Resolution Provisions

No stipulation.

## 9.14 Governing Law, Interpretation, and Jurisdiction

### 9.14.1 Governing Law

No stipulation.

### 9.14.2 Interpretation

No stipulation.

### 9.14.3 Jurisdiction

No stipulation.

## 9.15 Compliance with Applicable Law

No stipulation.

## 9.16 Miscellaneous Provisions

### 9.16.1 Entire Agreement

No stipulation.

### 9.16.2 Assignment

No stipulation.

### 9.16.3 Severability

No stipulation.

### 9.16.4 Enforcement (Attorneys' Fees and Waiver of Rights)

No stipulation.

### 9.16.5 Force Majeure

No stipulation.

### 9.16.6 Conflict of Rules

No stipulation.

## 9.17 Other Provisions

### 9.17.1 Subscriber Liability to Relying Parties

No stipulation.

### 9.17.2 Duty to Monitor Agents

No stipulation.

### 9.17.3 Ownership

No stipulation.

### 9.17.4 Interference with Sectigo Implementation

No stipulation.

### 9.17.5 Choice of Cryptographic Method

No stipulation.

### 9.17.6 Sectigo Partnerships Limitations

No stipulation.

## 9.17.7 Subscriber Obligations

No stipulation.