

## SK ID Solutions AS - Certificate Policy for non-qualified Smart-ID

OID: 1.3.6.1.4.1.10015.17.1

Name	
<b>Name</b>	Certificate Policy for non-qualified Smart-ID
<b>Version No</b>	5.0
<b>Version History</b>	
<b>Date and Version No</b>	<b>Changes</b>
01.06.2026 5.0	<ul style="list-style-type: none"> <li>• Regular review and update of references;</li> <li>• Clause 1.4.1 – updated CA Private Keys’ allowed usage;</li> <li>• Clauses 1.5.2, 1.5.4 – update of roles;</li> <li>• Clause 1.6.1 – correction of RA definition;</li> <li>• Clauses 6.1.1, 6.2.1 – update of HSM requirements.</li> </ul>
12.05.2021 4.0	<ul style="list-style-type: none"> <li>• Clause 1.5.1, 1.5.2, 2.2.1, 10. - updated SK website hostname;</li> <li>• clause 1.5.2, 1.5.4 - replaced business development manager with head of trust services;</li> <li>• clause 1.5.4 - added requirement for annual review of CP;</li> <li>• clause 4.2.1, 4.2.2 - replaced "national population registry" with "authoritative source";</li> <li>• clause 4.2.2 - added refusal basis threat to Smart-ID System or Subscriber identity;</li> <li>• clause 9.15 - replaced PDPA reference with GDPR;</li> <li>• clause 10 – changed CPS name.</li> </ul>
01.07.2019 3.0	<ul style="list-style-type: none"> <li>• Added issuance of NQ Smart-ID Certificates in RA office. Therefore, clauses 1.1, 1.3.2, 3.2.3, 3.2.5, 3.3.1, 4.1.2, 4.2.1 and 9.6.2 of this CP have been amended accordingly;</li> <li>• clauses 1.3.4 and 9.6.4 - left out Relying Party's obligation to have the necessary approvals from legal representatives to allow minors to use NQ Smart-ID in their services;</li> <li>• clauses 1.3.5 and 9.6.5 - amended the clauses by replacing Identity Provider's obligation to verify the authorisation from legal representative with their obligation to apply reasonable measures for authorisation verification;</li> <li>• clauses 4.3.2 and 4.7.4 - corrected that Smart-ID Application notifies the Subscriber of the new Certificate issuance.</li> </ul>

25.06.2019 2.0	<ul style="list-style-type: none"> <li>• Clause 4.2.1 - corrected the clause by replacing CA's possibility to check the identification data provided by RA against national population registry with that of the CA's permission, i.e. stated that CA is permitted to check the identification data provided by RA against national population registry;</li> <li>• clause 4.4.1 - corrected the clause by specifying that the Subscriber is not obliged to confirm that the Certificate has been issued, but that they shall confirm that the data in the issued Certificate is correct;</li> <li>• clause 4.9.1 - specified circumstances for Certificate revocation and left out that if SK has withdrawn Identity Provider status, SK has the right to revoke all the Certificates which were issued for identities provided by this Identity Provider;</li> <li>• clause 4.9.2 - corrected the clause by replacing the Subscriber's, RA's and CA's possibility to request revocation of the Certificates with that of their permission, i.e. stated that the Subscriber, RA or CA is permitted to request revocation of the Certificates;</li> <li>• clause 6.2.8 - left out that each of the Smart-ID Certificates shall be protected with its PIN code.</li> </ul>
9.02.2017 1.1	<ul style="list-style-type: none"> <li>• Due to change of SK's business name from AS Sertifitseerimiskeskus to SK ID Solutions AS, former business name has been replaced with the new one throughout the CP;</li> <li>• clauses 1.3.4 and 9.6.4 - added that Relying Party shall have the necessary approvals from legal representatives;</li> <li>• clauses 1.3.5 and 9.6.5 - added that Identity Provider shall verify the authorisation from legal representative;</li> <li>• clause 3.2.5 - left out that NQ Smart-ID cannot be applied through a representative and added that authorisation from legal representative shall be verified by the Identity Provider;</li> <li>• clause 4.7.3 - added grounds when old and erroneous Certificates shall be revoked.</li> </ul>
1.01.2017 1.0	<ul style="list-style-type: none"> <li>• First public edition.</li> </ul>
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# 1. Introduction

## 1.1. Overview

This document, named "SK ID Solutions AS – Certificate Policy for non-qualified Smart-ID" (hereinafter referred to as CP), defines procedural and operational requirements that SK ID Solutions AS (hereinafter referred to as SK) adheres to and requires entities to adhere to when issuing and managing Certificates for the non-qualified Smart-ID (hereinafter referred to as NQ Smart-ID). These Certificates facilitate electronic signatures and electronic authentication of natural persons. Each NQ Smart-ID contains one pair of Certificates consisting of the Authentication Certificate and the non-qualified Electronic Signature Certificate and their corresponding Private Keys. Each Private Key is protected by separate activation data (PIN code).

Smart-ID is the new generation electronic identity, which provides the Subscriber with the means for Electronic Authentication and Electronic Signature. It can be used with a modern smartphone or a tablet device, no SIM-cards or card-readers are required. A Subscriber may apply for a NQ Smart-ID Account online using an Electronic Authentication method, such as authentication services provided by the Identity Providers. Alternatively, a Subscriber may apply for a NQ Smart-ID Account physically in the office. A Subscriber can have several active Smart-ID Accounts. Every mobile device owned by the Subscriber may be related to only one Smart-ID Account, which contains a Certificate Pair. The Subscriber can keep track of Smart-ID Accounts using a self-service Smart-ID Portal.

Issuing and managing Certificates for NQ Smart-ID is based on [Regulation \(EU\) N° 910/2014 \[6\]](#) which establishes a legal framework for electronic signatures.

**This document describes only restrictions to the Normalised Certificate Policy (NCP) from [ETSI EN 319 411-1 \[3\]](#).**

**The semantics of “no stipulation” in this document means that no additional restrictions are set and relevant provisions from NCP are applied directly.**

Issuing and managing Certificates for Authentication and Certificates for Electronic Signatures for NQ Smart-ID is based on the requirements of the Policy NCP: Normalised Certificate Policy.

In the case of conflicts, the following documents SHALL be considered in the following order (prevailing ones first):

- NCP,
- this CP,
- CPS.

To preserve [IETF RFC 3647 \[2\]](#) outline, this CP is divided into nine parts, section headings that do not apply, are designated as "**Not applicable**". Each top-level chapter includes references to the relevant sections in [ETSI EN 319 411-1 \[3\]](#).

In this CP modal verbs in capital letters are to be interpreted as described in Clause 3.2 of the [ETSI Drafting Rules \[5\]](#) (Verbal forms for the expression of provisions).

Definitions and acronyms listed in Clause 1.6 of this CP, are written starting with a capital letter in this CP.

## 1.2. Document Name and Identification

Refer to Clause 5.3 of [ETSI EN 319 411-1 \[3\]](#).

This document is named "SK ID Solutions AS – Certificate Policy for non-qualified Smart-ID".

This CP is identified by OID: 1.3.6.1.4.1.10015.17.1

OID is composed according to the contents of the following table.

Parameter	OID reference
Internet attribute	1.3.6.1
Private entity attribute	4
Registered business attribute given by private business manager IANA	1
SK attribute in IANA register	10015
Certification service attribute	17.1

Certificates for Authentication and Certificates for Electronic Signature for NQ Smart-ID issued to Subscribers SHALL include OID's of the following policies:

- [ETSI EN 319 411-1 \[3\]](#) clause 5.3 a) for NCP: 0.4.0.2042.1.1  
     itu-t(0) identified-organization(4) etsi(0)  
     other-certificate-policies(2042)  
     policy-identifiers(1) ncp (1)
- This CP.

### 1.3. PKI Participants

Refer to Clause 5.4 of [ETSI EN 319 411-1 \[3\]](#).

#### 1.3.1. Certification Authorities

No stipulation.

#### 1.3.2. Registration Authorities

In case of Subscriber Authentication by means of Verified Electronic Authentication, Smart-ID Provider performs RA duties.

In case of Subscriber Authentication via physical presence checks, RA duties are performed by banks.

In case of physical identification at RA office, RA SHALL apply reasonable measures to verify the authorisation from legal representative.

#### 1.3.3. Subscribers

Subscriber is the Subject of the Certificate issued under this CP.

Subscriber CAN be only a natural person.

#### 1.3.4. Relying Parties

Relying Parties are legal persons who are making decisions based on the Certificate.

Relying Party is a 3rd party, which uses services provided by the Smart-ID System to authenticate Subscribers and to allow Subscribers to electronically sign documents or transactions.

Relying Party SHALL validate the identity from NQ Smart-ID Certificate against personal information known by Relying Party on first authentication of this Subscriber to its system. Relying Party SHALL NOT create any new identities relying solely on information from NQ Smart-ID Certificates.

### 1.3.5. Other Participants

Smart-ID Provider is an organisation that is legally responsible for the Smart-ID System. Smart-ID Provider offers authentication technology only and based on the information provided by Smart-ID Provider new identity SHALL NOT be created.

SK fulfills the role of Smart-ID Provider. SK maintains Smart-ID platform, which consists of the Smart-ID Application and the Smart-ID Server.

Identity Provider is an organisation who is providing electronic authentication means and who is responsible for creating electronic identities which are used for issuing NQ Smart-ID Certificates.

Identity Provider SHALL apply reasonable measures to verify the authorisation from legal representative.

## 1.4. Certificate Usage

Refer to Clause 5.5 of [ETSI EN 319 411-1 \[3\]](#).

### 1.4.1. Appropriate Certificate Uses

Subscriber Certificates are intended for the following purposes:

Certificate for Electronic Signature is intended for:

- creating Advanced Electronic Signatures compliant with [eIDAS \[6\]](#).

Authentication Certificate is intended for:

- authentication.

CA Private Keys SHALL NOT be used to sign other types of Certificates except for the following:

- Subscriber Certificates compliant with NCP;
- OCSP response verification Certificates.

### 1.4.2. Prohibited Certificate Uses

Subscriber Certificates issued under this CP SHALL NOT be used for any of the following purposes:

- unlawful activity (including cyber attacks and attempt to infringe the Certificate or the NQ Smart-ID);
- issuance of new Certificates and information regarding Certificate validity;
- enabling other parties to use the Subscriber's Private Key;
- enabling the Certificate issued for electronic signing to be used in an automated way;
- using the Certificate issued for electronic signing for signing documents which can bring about unwanted consequences (including signing such documents for testing purposes).

The Subscriber Authentication Certificate SHALL NOT be used to create Advanced Electronic Signatures compliant with [eIDAS \[6\]](#).

## 1.5. Policy Administration

### 1.5.1. Organization Administering the Document

This CP is administered by SK.

SK ID Solutions AS

Registry code 10747013

Pärnu Ave 141, 11314 Tallinn

Tel +372 610 1880

Email: [info@skidsolutions.eu](mailto:info@skidsolutions.eu)

<http://www.skidsolutions.eu/en/>

### 1.5.2. Contact Person

Head of eID and Trust Services

Email: [info@skidsolutions.eu](mailto:info@skidsolutions.eu).

### 1.5.3. Person Determining CPS Suitability for the Policy

No stipulation.

### 1.5.4. CPS Approval Procedures

Amendments which do not change the meaning of this CP, such as spelling corrections, translation activities and contact details updates, SHALL be documented in the Versions and Changes section of this document.

In this case the fractional part of the document version number SHALL be enlarged.

In the case of substantial changes, the new CP version SHALL be clearly distinguishable from the previous ones, and the serial number SHALL be enlarged by one.

The amended CP along with the enforcement date, which cannot be earlier than 30 days after publication, SHALL be published electronically on SK website.

Amendments which are relevant to Identity Provider and RA SHALL be coordinated with Identity Provider and RA.

SK performs annual review of this CP to ensure compliance of the present document and services provided based on this CP with the applicable requirements.

All amendments SHALL be approved by the head of eID and Trust Services and amended CP SHALL be enforced by the CEO or COO.

## 1.6. Definitions and Acronyms

### 1.6.1. Terminology

In this CP the following terms have the following meaning.

Term	Definition
Advanced Electronic Signature	Electronic Signature which meets the requirements provided in Article 26 of <a href="#">eIDAS [6]</a> .
Authentication	Unique identification of a person by checking his/her alleged identity.
Authentication Certificate	Certificate is intended for Authentication.
Certificate	Public Key, together with additional information, laid down in the <a href="#">Certificate Profile [4]</a> , rendered unforgeable via encipherment using the Private Key of the Certificate Authority which issued it.

Term	Definition
Certificate Authority	A part of SK structure responsible for issuing and verifying electronic Certificates with its electronic signature.
Certificate Pair	A pair of Certificates consisting of one Authentication Certificate and one Electronic Signature Certificate.
Certificate Policy	A set of rules that indicates applicability of a specific Certificate to a particular community and/or PKI implementation with common security requirements.
Certificate Profile	Document that determines the information contained within a Certificate as well as the minimal requirements towards the Certificate.
Certification Practice Statement	One of the several documents that all together form the governance framework in which Certificates are created, issued, managed and used.
Certification Service	Trust service related to issuing Certificates, managing suspension, termination of suspension, revocation, modification and re-key of the Certificates.
Distinguished Name	Subject name in the infrastructure of Certificates that is unique for every Subscriber.
Identity Provider	An organisation who is providing electronic authentication means and who is responsible for creating electronic identities which are used for issuing NQ Smart-ID Certificates. Identity Provider has been verified by Smart-ID Provider to follow the <a href="#">Requirements for Identity Providers [12]</a> for non-qualified certificates.
Mobile Device	A tablet computer or smartphone that runs a mobile device operating system (Apple iOS, Google Android).
Non-qualified Electronic Signature Certificate	An electronic attestation which links electronic signature validation data to a natural person and confirms at least the name of that person.
NQ Smart-ID	Smart-ID which contains one pair of Certificates consisting of the Authentication Certificate and the non-qualified Electronic Signature Certificate and their corresponding Private Keys.
Object Identifier	An identifier used to uniquely name an object (OID).
PIN code	Activation code for the Private Key that corresponds to Authentication Certificate and for the Private Key that corresponds to the Electronic Signature Certificate
Private Key	The key of a key pair that is assumed to be kept in secret by the holder of the key pair, and that is used to create electronic signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
Public Key	The key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by Relying Parties to verify electronic signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

Term	Definition
Registration Authority	Entity that is responsible for identification and Authentication of Subjects of Certificates. Additionally, Registration Authority may accept Certificate applications and Certificate revocation applications, check the applications and/or forward the applications to the Certificate Authority.
Relying Party	Entity that relies on the information contained within a Certificate.
Smart-ID	Smart-ID is the new generation electronic ID which provides the Subscriber with means for Electronic Authentication and Electronic Signature.
Smart-ID Account	Subscriber has to register a Smart-ID Account to use services provided by the Smart-ID System. Smart-ID Account binds Smart-ID Application instance to a Subscriber's identity in the Smart-ID System. In the course of Smart-ID Account creation and registration, the identity of the Smart-ID Account owner (Subscriber) is proofed by a Registration Authority and the relation between the identity and a key pair is certified by a Certificate Authority. Smart-ID Account has an advanced Electronic Signature key and an Authentication key.
Smart-ID Application	A technical component of the Smart-ID system. A Smart-ID Application installed on a Subscriber's Mobile Device that provides access to non-qualified Smart-ID service.
Smart-ID Portal	The interaction point with the Smart-ID System for the Subscriber that is accessible via a web browser. The Portal provides access to Smart-ID Account registration and management functionality.
Smart-ID Provider	An organisation that is legally responsible for the Smart-ID system. SK is the Smart-ID provider.
Smart-ID Server	A technical component of the Smart-ID system, handles back-end operations.
Smart-ID System	A technical and organisational environment which enables Electronic Authentication and Electronic Signatures in an electronic environment. The Smart-ID system provides services that allow Subscribers (Smart-ID Account owners) to authenticate themselves to services, to give Electronic Signatures, and to manage their Smart-ID Accounts.
Subject	In this document, the Subject is the same as the Subscriber.
Subscriber	A natural person to whom the NQ Smart-ID Certificates are issued
Terms and Conditions	Document that describes obligations and responsibilities of the Subscriber with respect to using Certificates. The Subscriber has to be familiar with the document and accept the <u>Terms and Conditions [11]</u> upon receipt of the Certificates.
UTF-8	Variable length character encoding which uses 8 bit code units capable of encoding all possible characters defined by Unicode.
Verified Electronic Authentication	Electronic Authentication based on Identity Provider that has been verified to follow the <u>Requirements for Identity Providers [12]</u> for non-qualified certificates.

### 1.6.2. Acronyms

Acronym	Definition
CA	Certification Authority
CP	Certificate Policy. This document is a CP.
CPS	Certification Practice Statement
CSR	Certificate Signing Request
eIDAS	<u>Regulation (EU) No 910/2014 [6]</u> of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, amended by Regulation (EU) 2024/1183 of the European Parliament and of the Council of 11 April 2024 amending Regulation (EU) No 910/2014 as regards establishing the European Digital Identity Framework.
HSM	Hardware security module is a physical computing device that safeguards and manages digital encryption keys and provides cryptoprocessing.
NCP	Normalised Certificate Policy from <u>ETSI EN 319 411-1 [3]</u>
OCSP	Online Certificate Status Protocol
OID	Object Identifier, a unique object identification code
PKI	Public Key Infrastructure
RA	Registration Authority
SK	SK ID Solutions AS, Certification Service provider

## 2. Publication and Repository Responsibilities

Refer to Clause 6.1 of [ETSI EN 319 411-1 \[3\]](#).

### 2.1. Repositories

SK SHALL ensure that its repository is available 24 hours a day, 7 days a week with a minimum of 99% availability overall per year with a scheduled down-time that does not exceed 0,5% annually.

### 2.2. Publication of Certification Information

#### 2.2.1. Publication and Notification Policies

This CP, the [Certification Practice Statement \[1\]](#), the [Certificate Profile \[4\]](#), as well as the [Terms and Conditions \[11\]](#) together with the enforcement dates SHALL be published on SK website no less than 30 days prior to taking effect.

#### 2.2.2. Items not Published in the Certification Practice Statement

Information about service levels, fees and technical details laid out in mutual agreements between SK, RA and Identity Provider MAY be left out of CPS.

### 2.3. Time or Frequency of Publication

No stipulation.

#### 2.3.1. Directory Service

Not applicable.

### 2.4. Access Controls on Repositories

No stipulation.

## 3. Identification and Authentication

Refer to Clause 6.2 of [ETSI EN 319 411-1 \[3\]](#).

### 3.1. Naming

The Distinguished Name of the Subscriber SHALL comply with conventions set in the [Certificate Profile \[4\]](#).

#### 3.1.1. Type of Names

No stipulation.

#### 3.1.2. Need for Names to be Meaningful

All the values in the Subscriber information section of a Certificate SHALL be meaningful.

#### 3.1.3. Anonymity or Pseudonymity of Subscribers

Not allowed.

#### 3.1.4. Rules for Interpreting Various Name Forms

International letters SHALL be encoded in UTF-8.

#### 3.1.5. Uniqueness of Names

SK SHALL ensure that Certificates with matching Common Name (CN) and SerialNumber fields are not issued to different Subscribers.

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

Not applicable.

### 3.2. Initial Identity Validation

#### 3.2.1. Method to Prove Possession of Private Key

CSR SHALL be signed with the key for which the Certificate has been requested.

#### 3.2.2. Authentication of Organization Identity

Not applicable.

#### 3.2.3. Authentication of Individual Identity

RA SHALL perform Subscriber Authentication using means of Verified Electronic Authentication or via physical identification prior to requesting issuance of the Subscriber's Certificates from the CA.

In case of physical identification, application for the Certificates SHALL be signed with handwritten signature.

#### 3.2.4. Non-Verified Subscriber Information

Non-verified Subscriber information SHALL NOT be allowed in a Certificate.

#### 3.2.5. Validation of Authority

Identity Provider or RA SHALL apply reasonable measures to verify the authorisation from legal representative.

The Subscriber SHALL apply for NQ Smart-ID only personally.

Applying for NQ Smart-ID through a representative SHALL BE permitted only to minors.

### **3.2.6. Criteria for Interoperation**

No stipulation.

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

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

RA SHALL perform Subscriber Authentication using means of Verified Electronic Authentication or via physical identification prior to requesting issuance of the Subscriber's Certificates from the CA.

In case of physical identification, application for the Certificates SHALL be signed with handwritten signature.

### **3.3.2. Identification and Authentication for Re-Key After Revocation**

Refer to Clause 3.2 of this CP.

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

No stipulation.

## 4. Certificate Life-Cycle Operational Requirements

Refer to Clause 6.3 of [ETSI EN 319 411-1 \[3\]](#).

### 4.1. Certificate Application

#### 4.1.1. Who Can Submit a Certificate Application

Certificate application MAY be submitted by the Subscriber via RA.

SK SHALL accept Certificate applications only from RA.

The Certificate application process SHALL ensure that the Subject has possession or control of the Private Key associated with the Public Key presented for certification.

#### 4.1.2. Enrolment Process and Responsibilities

Subscriber SHALL request for Certificates in the Smart-ID Application upon successful Verified Electronic Authentication or physical identification at RA office.

RA SHALL perform Subscriber Authentication.

CA MAY check the identity of the Subscriber.

CA SHALL verify that the data in CSR matches the data provided by the Identity Provider or in the application provided by RA.

### 4.2. Certificate Application Processing

#### 4.2.1. Performing Identification and Authentication Functions

The Subscriber's identity WILL be validated by RA by means of Verified Electronic Authentication or physical identification.

Upon successful Authentication, the Subscriber SHALL accept the [Terms and Conditions \[11\]](#).

RA SHALL submit a request for the NQ Smart-ID Certificate issuance to the CA.

CA SHALL accept requests only from RA.

CA MAY check the identification data provided by RA against authoritative source.

#### 4.2.2. Approval or Rejection of Certificate Applications

CA SHALL refuse to issue a Certificate if the Certificate request does not comply with the technical requirements set in the applicable agreements.

CA SHALL refuse to issue a Certificate if the Subscriber's data in Certificate request does not match substantially with the data from authoritative source.

CA SHALL refuse to issue a Certificate if Smart-ID System's security monitoring mechanism has detected threat to system or Subscriber identity.

If the data contained in a Certificate request needs to be modified, the corresponding amendment SHALL be coordinated with RA.

If the CA refuses to issue a Certificate, RA and Subscriber SHALL be notified.

### **4.2.3. Time to Process Certificate Applications**

In accordance with the applicable agreements.

## **4.3. Certificate Issuance**

### **4.3.1. CA Actions During Certificate Issuance**

After the Subscriber has accepted the Certificate, OCSP SHALL start responding with "GOOD" and the Certificate SHALL be made available via the Smart-ID System.

### **4.3.2. Notifications to Subscriber by the CA of Issuance of Certificate**

CA SHALL notify RA of the new Certificate issuance to the Subscriber.

Smart-ID Application SHALL notify the Subscriber of the new Certificate issuance.

## **4.4. Certificate Acceptance**

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

Smart-ID Application SHALL notify the Subscriber of Certificate issuance.

Subscriber SHALL confirm correctness of the issued Certificate.

This confirmation SHALL be treated as Certificate acceptance.

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

Certificate SHALL be published by the CA immediately after the Subscriber has accepted it, OCSP SHALL start responding with "GOOD" and the Certificate SHALL be made available via the Smart-ID System.

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

No stipulation.

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

### **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**

Not allowed.

## **4.7. Certificate Re-Key**

Re-key is any repeated application for NQ Smart-ID, if the Subscriber has a Smart-ID Account.

Repeated application for NQ Smart-ID is processed as the initial application for NQ Smart-ID.

Certificate Re-Key SHALL be allowed also in the case of errors during certification.

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

If the Subscriber has had a Smart-ID previously, the Subscriber MAY apply for Certificate Re-Key.

Certificate Re-Key SHALL be allowed also for fixing invalid Certificates that do not comply with the [Certificate Profile \[4\]](#).

#### **4.7.2. Who May Request Certification of a New Public Key**

Subscriber together with RA CAN initiate the Re-Key process.

In case fixing invalid Certificates Re-Key MAY be performed by the CA internally.

SK SHALL NOT accept Re-Key requests from other parties except for the RA.

#### **4.7.3. Processing Certificate Re-Keying Requests**

The Certificate Re-Key process is as follows:

- RA SHALL Authenticate the Subscriber as stated in Clause 3.3.1 of this CP;
- upon successful Authentication, the Subscriber SHALL accept the [Terms and Conditions \[11\]](#);
- Smart-ID Server's and Smart-ID Application's Private Keys are generated as described in Clause 6.1.1 of this CP;
- RA SHALL apply for Certification at the CA on behalf of the Subscriber by sending a CSR to the CA;
- CA SHALL sign the Public Keys and OCSP SHALL start responding with "GOOD" and the Certificate SHALL be made available via the Smart-ID System.

In case the new Certificates are issued for a Mobile Device with an existing Smart-ID Account, old Certificates of the existing Smart-ID Account SHALL BE revoked.

In case fixing invalid Certificates the erroneous Certificate SHALL BE revoked.

In case fixing invalid Certificates only Smart-ID Server's Private Key is generated as described in Clause 6.1.1 of this CP.

#### **4.7.4. Notification of New Certificate Issuance to Subscriber**

CA SHALL notify RA of the new Certificate issuance to the Subscriber.

Smart-ID Application SHALL notify the Subscriber of the new Certificate issuance.

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

Refer to Clause 4.4.1 of this CP.

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

Refer to Clause 4.4.2 of this CP.

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

Refer to Clause 4.4.3 of this CP.

### **4.8. Certificate Modification**

Not allowed.

## 4.9. Certificate Revocation and Suspension

### 4.9.1. Circumstances for Revocation

If the Subscriber loses control over one or more of the keys or PIN codes, the Subscriber SHALL apply for Certificate revocation immediately.

SK has the right to revoke NQ Smart-ID Certificates if one or more of the following occurs:

- The Subscriber requests revocation of the Certificates using the Smart-ID Application or Smart-ID Portal or using for identification the RA
- The Subscriber has blocked the PIN codes
- SK obtains evidence that Subscriber has lost control over Private Keys or PIN codes
- SK obtains evidence that the Subscriber's original Certificate request was not authorised and the Subscriber does not retroactively grant authorisation
- SK obtains evidence that the Subscriber's Private Key corresponding to the Public Key in the Certificate suffered a key compromise or no longer complies with the requirements
- SK obtains evidence that the Certificate was misused
- SK obtains evidence that the used cryptography is no longer ensuring the binding between the Subject and the Public Key
- SK is made aware that the Subscriber has violated one or more of its obligations under the [Terms and Conditions \[11\]](#)
- SK is made aware of a material change in the information contained in the Certificate
- SK is made aware that the Certificate was not issued in accordance with the CP and/or CPS
- SK determines that any of the information appearing in the Certificate is inaccurate or misleading
- SK ceases operations for any reason and has not made arrangements for another CA to provide revocation support for the Certificate
- SK's right to issue Certificates is revoked or terminated, unless SK has made arrangements to continue maintaining the OCSP repository
- SK is made aware of a possible compromise of the Private Key of the SK CA used for issuing the Certificate
- Revocation is required by the CP
- The technical content or format of the Certificate presents an unacceptable risk to Relying Parties
- If such an obligation is foreseen by the law or any legislation established on the basis thereof.

In the case of Certificate re-key the erroneous Certificate SHALL BE revoked.

If the new Certificates are issued for an existing Smart-ID account, old Certificates SHALL BE revoked.

### 4.9.2. Who Can Request Revocation

Subscriber MAY request revocation of the Subscriber's Certificates any time.

RA MAY request revocation of the Subscriber's Certificates on the basis of Subscriber application.

CA MAY request revocation for any of the reasons listed in Clause 4.9.1 of this CP.

### 4.9.3. Procedure for Revocation Request

Certificate revocation SHALL apply to all the Certificates related to the Subscriber's Smart-ID Account.

If one of the Certificates needs to be revoked, all the Certificates of the same Smart-ID Account SHALL BE revoked.

In the case of a Smart-ID repeal, all related Certificates SHALL BE revoked.

#### **4.9.4. Revocation Request Grace Period**

No stipulation.

#### **4.9.5. Time Within Which CA Must Process the Revocation Request**

No stipulation.

#### **4.9.6. Revocation Checking Requirements for Relying Parties**

No stipulation.

#### **4.9.7. CRL Issuance Frequency**

Not applicable.

#### **4.9.8. Maximum Latency for CRLs**

Not applicable.

#### **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 Related to Key Compromise**

No stipulation.

#### **4.9.13. Circumstances for Suspension**

Not allowed.

#### **4.9.14. Who Can Request Suspension**

Not applicable.

#### **4.9.15. Procedure for Suspension Request**

Not applicable.

#### **4.9.16. Limits on Suspension Period**

Not applicable.

#### **4.9.17. Circumstances for Termination of Suspension**

Not applicable.

#### **4.9.18. Who Can Request Termination of Suspension**

Not applicable.

#### **4.9.19. Procedure for Termination of Suspension**

Not applicable.

### **4.10. Certificate Status Services**

#### **4.10.1. Operational Characteristics**

No stipulation.

#### **4.10.2. Service Availability**

SK SHALL ensure that its Certificate Status Services are available 24 hours a day, 7 days a week with a minimum of 99% availability overall per year with a scheduled down-time that does not exceed 0,5% annually.

#### **4.10.3. Operational Features**

No stipulation.

### **4.11. End of Subscription**

No stipulation.

### **4.12. Key Escrow and Recovery**

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

Not allowed.

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

Not applicable.

## 5. Facility, Management, and Operational Controls

Refer to Clause 6.4 of [ETSI EN 319 411-1 \[3\]](#).

## 6. Technical Security Controls

Refer to Clause 6.5 of [ETSI EN 319 411-1 \[3\]](#).

### 6.1. Key Pair Generation and Installation

#### 6.1.1. Key Pair Generation

- Smart-ID Server and Smart-ID Application SHALL generate RSA key pairs independently;
- Smart-ID Server's Private Key SHALL be generated on a FIPS 140-2 Level 3 or FIPS 140-3 Level 3 certified HSM;
- Smart-ID Application SHALL further divide its Private Key into two parts. The two parts SHALL NOT BE distinguished from random numbers;
- Smart-ID Application SHALL send one of these parts to the Smart-ID Server over a secure communication channel;
- Smart-ID Application SHALL NOT store the key part sent to the Smart-ID Server and SHALL store the other part encrypted with Activation Data.

#### 6.1.2. Private Key Delivery to Subscriber

Not applicable.

#### 6.1.3. Public Key Delivery to Certificate Issuer

The Smart-ID Provider SHALL deliver the Public Key to the CA using a secure communication channel.

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

No stipulation.

#### 6.1.5. Key Sizes

Allowed key sizes SHALL be as described in the [Certificate Profile \[4\]](#).

#### 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)

Allowed key usage flags SHALL be set as described in the [Certificate Profile \[4\]](#).

## 6.2. Private Key Protection and Cryptographic Module Engineering Controls

### 6.2.1. Cryptographic Module Standards and Controls

The HSM module used to generate Smart-ID Server's Private Keys SHALL be certified with FIPS 140-2 Level 3 or FIPS 140-3 Level 3 standard.

### 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**

The Subscriber SHALL be prompted to enter the PIN code of the Authentication Certificate before any single operation done with the Private Key used for Authentication.

The Subscriber SHALL be prompted to enter the PIN code of the Electronic Signature Certificate before any single operation done with the Private Key used for electronic signing.

It SHALL NOT be possible to try all possible PIN codes sequentially.

It SHALL be possible to create different PIN codes for the keys with different intended purposes - e.g. it SHALL be possible to create different PIN codes for the keys of the Authentication and Electronic Signature Certificates, correspondingly.

The length of the PIN codes SHALL be at least:

- for the Authentication Key 4 numbers;
- for the Signature Key 5 numbers.

#### **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**

#### **6.3.1. Public Key Archival**

No stipulation.

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

The validity period of the Subscriber Certificates SHALL NOT exceed the validity period stated in the [Certificate Profile \[4\]](#).

### **6.4. Activation Data**

#### **6.4.1. Activation Data Generation and Installation**

The initial activation data SHALL be chosen by Subscriber or generated by the Smart-ID Application.

PIN codes SHALL NOT be stored by the Smart-ID Provider nor by the Smart-ID Application.

#### **6.4.2. Activation Data Protection**

The Subscriber SHALL memorise the PIN codes and not share them with anyone else.

PIN codes SHALL NOT be stored by the Smart-ID Provider nor by the Smart-ID Application.

If the PIN codes are not under the control of the Subscriber, the Subscriber SHALL apply for a new NQ Smart-ID or apply for Certificate revocation immediately.

#### **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. Life Cycle Technical Controls**

#### **6.6.1. System Development Controls**

No stipulation.

#### **6.6.2. Security Management Controls**

No stipulation.

#### **6.6.3. Life Cycle Security Controls**

No stipulation.

### **6.7. Network Security Controls**

No stipulation.

### **6.8. Time-Stamping**

No stipulation.

## 7. Certificate, CRL, and OCSP Profiles

Refer to Clause 6.6 of [ETSI EN 319 411-1 \[3\]](#).

### 7.1. Certificate Profile

The Certificate SHALL comply with the profile described in the [Certificate Profile \[4\]](#).

### 7.2. CRL Profile

Not applicable.

### 7.3. OCSP Profile

The OCSP responses SHALL comply with the profile described in the [Certificate Profile \[4\]](#).

## 8. Compliance Audit and Other Assessments

Not applicable.

## 9. Other Business and Legal Matters

Refer to Clause 6.8 of [ETSI EN 319 411-1 \[3\]](#)

### 9.1. Fees

#### 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.

### 9.2. Financial Responsibility

#### 9.2.1. Insurance Coverage

No stipulation.

#### 9.2.2. Other Assets

No stipulation.

#### 9.2.3. Insurance or Warranty Coverage for End-Entities

No stipulation.

### 9.3. Confidentiality of Business Information

No stipulation.

### 9.4. Privacy of Personal Information

#### 9.4.1. Privacy Plan

No stipulation.

#### 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**

SK obtains intellectual property rights to this CP.

#### **9.6. Representations and Warranties**

##### **9.6.1. CA Representations and Warranties**

CA is not responsible for the identity of the Subscriber.

##### **9.6.2. RA Representations and Warranties**

RA SHALL apply reasonable measures to verify the authorisation from legal representative.

##### **9.6.3. Subscriber Representations and Warranties**

No stipulation.

##### **9.6.4. Relying Party Representations and Warranties**

Relying Party SHALL verify the validity of the Certificate using validation services offered by SK prior to using the Certificate.

Relying Party SHALL validate the identity from NQ Smart-ID Certificate against personal information known by Relying Party on first authentication of this Subscriber to it's system. Relying Party SHALL NOT create any new identities relying solely on the information from NQ Smart-ID Certificates.

Relying Party SHALL consider the limitations stated in the Certificate and SHALL ensure that the transaction to be accepted corresponds to this CP.

##### **9.6.5. Representations and Warranties of Other Participants**

Before giving out Identity Provider status to entity, Smart-ID Provider SHALL evaluate the identity quality level of the entity by verifying that this entity is following Requirements for Identity Providers [12] for non-qualified certificates.

In case Smart-ID Provider obtains evidence that Identity Provider has not been following Requirements for Identity Providers [12] for non-qualified certificates it CAN withdraw Identity Provider status of this entity.

Identity Provider SHALL apply reasonable measures to verify the authorisation from legal representative.

Identity Provider SHALL follow the Requirements for Identity Providers [12] for non-qualified certificates.

### **9.7. Disclaimers of Warranties**

No stipulation.

## **9.8. Limitations of Liability**

No stipulation.

## **9.9. Indemnities**

No stipulation.

## **9.10. Term and Termination**

### **9.10.1. Term**

Refer to Clause 2.2.1 of this CP.

### **9.10.2. Termination**

This CP SHALL remain in force until it is replaced by the new version or when it is terminated due to the CA termination or when the service is terminated and all the Certificates therefore become invalid.

### **9.10.3. Effect of Termination and Survival**

SK SHALL communicate the conditions and effect of termination of this CP.

## **9.11. Individual Notices and Communications with Participants**

No stipulation.

## **9.12. Amendments**

### **9.12.1. Procedure for Amendment**

Refer to Clause 1.5.4 of this CP.

### **9.12.2. Notification Mechanism and Period**

Refer to Clause 1.5.4 of this CP.

### **9.12.3. Circumstances Under Which OID Must be Changed**

OID SHALL change when the scope of this CP changes or when the new type of the Certificate emerges.

## **9.13. Dispute Resolution Provisions**

No stipulation.

## **9.14. Governing Law**

This CP is governed by the jurisdictions of the European Union and Estonia.

## **9.15. Compliance with Applicable Law**

SK SHALL ensure compliance with the following requirements:

- [eIDAS \[6\]](#) - Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, amended by Regulation (EU) 2024/1183 of the European Parliament and of the Council of 11 April 2024 amending Regulation (EU) No 910/2014 as regards establishing the European Digital Identity Framework;

- Electronic Identification and Trust Services for Electronic Transactions Act [7];
- General Data Protection Regulation [9];
- related European Standards:
- ETSI EN 319 401 Electronic Signatures and Infrastructures (ESI); General Policy Requirements for Trust Service Providers [10];
- ETSI EN 319 411-1 Electronic Signatures and Infrastructures (ESI); Policy and Security requirements for Trust Service Providers issuing certificates; Part 1: General requirements [3];
- EN 419 211 Protection profiles for secure signature creation device [8].

## **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 (Attorney's Fees and Waiver of Rights)**

No stipulation.

### **9.16.5. Force Majeure**

No stipulation.

## **9.17. Other Provisions**

Not allowed.

## 10. References

1. SK ID Solutions AS - EID-NQ SK Certification Practice Statement, published:  
<https://www.skidsolutions.eu/en/repository/CPS/>;
2. RFC 3647 – Request For Comments 3647, Internet X.509 Public Key Infrastructure, Certificate Policy and Certification Practices Framework, published: <https://www.ietf.org/rfc/rfc3647.txt>;
3. ETSI EN 319 411-1 V1.5.1 (2025-04) Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates; Part 1: General Requirements;
4. Certificate and OCSP Profile for Smart-ID, published:  
<https://www.skidsolutions.eu/en/repository/profiles/>;
5. ETSI Drafting Rules (Verbal forms for the expression of provisions);
6. eIDAS - Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, amended by Regulation (EU) 2024/1183 of the European Parliament and of the Council of 11 April 2024 amending Regulation (EU) No 910/2014 as regards establishing the European Digital Identity Framework;
7. Electronic Identification and Trust Services for Electronic Transactions Act, 26.10.2016, published:  
<https://www.riigiteataja.ee/en/eli/527102016001/consolide/current>;
8. ETSI EN 419 211 Protection profiles for secure signature creation device;
9. General Data Protection Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
10. ETSI EN 319 401 V3.2.1 (2026-01) Electronic Signatures and Infrastructures (ESI); General Policy Requirements for Trust Service Providers;
11. Terms and Conditions for Use of Certificates of non-qualified Smart-ID, published:  
<https://www.skidsolutions.eu/en/repository/conditions-for-use-of-certificates/>;
12. Requirements for Identity Providers, published:  
<https://www.skidsolutions.eu/en/repository/requirements-by-sk/requirements-for-identity-providers/>;