

THE CERTIFICATION PRACTICE STATEMENT
OF
THE POSTMASTER GENERAL
As
A Recognized Certification Authority
under the Electronic Transactions Ordinance
for
Hongkong Post Bank-Cert



Date : 6 March 2001

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PREAMBLE

The Electronic Transactions Ordinance (Cap 553) (the "Ordinance") sets out the legal framework for the public key infrastructure (PKI) initiative. The PKI facilitates the use of electronic transactions for commercial and other purposes. The PKI is composed of many elements, including legal obligations, policies, hardware, software, databases, networks, and security procedures.

Public Key Cryptography involves the use of a private key and a public key. A public key and its corresponding private key are mathematically related. The main principle behind Public Key Cryptography used in electronic transactions is that a message that is encrypted with a public key can only be decrypted with its corresponding private key, and a message that is encrypted with a private key can only be decrypted by its corresponding public key.

The PKI is designed to support the use of such a method for commercial and other transactions in Hong Kong Special Administrative Region (SAR).

Under the Ordinance, the Postmaster General is a recognized Certification Authority ("CA") for the purposes of the Ordinance and the PKI. Under the Ordinance the Postmaster General may perform the functions and provide the services of a CA by the officers of the Hong Kong Post Office. The Postmaster General has decided so to perform his functions, and he is therefore identified for the purposes of this document as **HKPost**.

HKPost, as a recognized CA, is responsible under the Ordinance for the use of a trustworthy system for the issuance, withdrawal, and publication in a publicly available repository of recognized and accepted digital certificates for secure on-line identification. **One of the categories of certificates issued by HKPost is called Hongkong Post Bank-Cert ("Bank-Cert(s)").**

Under the Ordinance HKPost may do anything that is expedient for the performance of the functions, and the provision of the services, of a CA and under the Code of Practice for Recognised Certification Authorities issued by the Director of Information Technology Services HKPost may appoint agents or sub-contractors to carry out some or all of its operations.

It is expedient for HKPost to appoint certain financial institutions to carry out certain of the functions of HKPost as a recognised CA in respect of the issuing and revocation of Bank-Certs. In this CPS these institutions are called Bank-Cert Registration Authorities or RAs and their functions are set out in this CPS. A list of Registration Authorities can be found in Appendix E. HKPost is responsible for the conduct of the RAs where they are carrying out the functions or providing the services of HKPost as the recognised CA in respect of the issuing and revocation of Bank-Certs.

This CPS sets out practices and standards for Bank-Cert (Personal) certificates, and the structure of this CPS is as follows:

Section 1 of this CPS contains an overview and contact details

Section 2 sets out the responsibilities and liabilities of the parties

Section 3 sets out application and identity confirmation procedures

Section 4 describes some of the operational requirements

Section 5 presents the security controls

Section 6 sets out how the public/private key pairs will be generated and controlled

Section 7 describes some of the technical requirements

Section 8 documents how this CPS will be administered

Appendix A contains a glossary

Appendix B contains a Bank-Cert format

Appendix C contains a HKPost' s CRL format

Appendix D contains a summary of Bank-Cert features

Appendix E contains a list of Bank-Cert Registration Authorities

1. INTRODUCTION

1.1 Overview

This Certification Practice Statement ("CPS") is published for public knowledge by HKPost and specifies the practices and standards that HKPost employs in issuing, withdrawing and publishing Bank-Cert certificates.

This CPS sets out the roles, functions, obligations, and potential liabilities of the participants in the system used by HKPost. It specifies the procedures used to confirm the identity of all applicants for certificates issued under this CPS and describes the operational, procedural, and security requirements of HKPost.

Bank-Cert certificates issued by HKPost in accordance with this CPS will be relied upon by relying parties and used to verify digital signatures. Each Relying Party accepting a HKPost issued certificate must make an independent determination that PKI based digital signatures are appropriate and sufficiently trusted to be used to authenticate the identity of the participants in each Relying Party's particular PKI application.

Under the Ordinance HKPost is a recognized CA. This means for both Subscribers and Relying Parties, that HKPost has a legal obligation under the Ordinance to use a trustworthy system for the issuance, withdrawal, and publication in a publicly available repository of recognized and accepted digital certificates, including Bank-Certs. This also means that the certificates, such as Bank-Certs, that HKPost designates as recognized certificates are recognized certificates and, as such, have characteristics of accuracy and contain representations of fact which are defined in law by the Ordinance, including a representation (as further defined below) that such certificates have been issued in accordance with this CPS. The fact that HKPost has appointed Bank-Cert Registration Authorities does not diminish HKPost's obligation to use a trustworthy system, nor does it alter the characteristics that Bank-Certs have as recognized certificates.

A summary of the Bank-Cert features is at **Appendix D**.

1.2 Community and Applicability

1.2.1 Certification Authority

Under this CPS, HKPost performs the functions and assumes the obligations of a CA. HKPost is the only CA authorised to issue certificates under this CPS (see Section 2.1.1).

1.2.1.1 Representations by HKPost

By issuing a certificate that refers to this CPS, HKPost represents to Relying Parties who act in accordance with Section 2.1.4 and other relevant sections of this CPS, that HKPost has issued the certificate in accordance with this CPS. By publishing a certificate that refers to this CPS, HKPost represents to Relying Parties who act in accordance with Sections 2.1.3 and other relevant sections of this CPS, that HKPost has issued the certificate to the Subscriber identified in it.

1.2.1.2 Effect

The issuance of a certificate signed by HKPost and acceptance of the certificate by the Subscriber indicates the complete and final approval of that certificate. HKPost will promptly publish issued certificates in a repository. (See Section 2.5).

1.2.1.3 HKPost's Right to Subcontract

HKPost may, with consent of its Subscribers given in the Subscriber Agreement, further subcontract its obligations for performing some or all of the functions required by this CPS and the Subscriber Agreements provided that the subcontractor agrees to undertake to perform those functions and enters into a contract with HKPost to perform the services. In the event that such

sub-contracting occurs, HKPost shall remain liable for the performance of the CPS and the Subscriber Agreements as if such sub-contracting had not occurred.

1.2.2 End Entities

Under this CPS there are two types of end entities, Subscribers and Relying Parties. Subscribers are individuals or organisations who have procured the issuance of any class or category of certificate issued by HKPost, including, but not limited to a Bank-Cert. Relying Parties are entities that have accepted any class or category of certificate issued by HKPost, including but not limited to Bank-Cert, for use in a transaction. Subscribers who accept a certificate, including a Bank-Cert, of another Subscriber, for use in a transaction will be Relying Parties in respect of such a certificate. **NOTE TO RELYING PARTIES: The Bank-Certs may not be issued to minors (see Appendix E). Relying Parties should not use a Bank-Cert as proof-of-age for a Bank-Cert Subscriber.**

1.2.2.1 Warranties and Representations by Subscribers

Each Subscriber must sign an agreement (in the terms specified in this CPS) which includes a term by which the Subscriber agrees that by accepting a certificate issued under this CPS, the Subscriber warrants (promises) to HKPost and represents to all other relevant parties (and in particular Relying Parties) that during the operational period of the certificate the following facts are and will remain true:

- a) No person other than the Subscriber has had access to the Subscriber's private key.
- b) Each digital signature generated using the Subscriber's private key, which corresponds to the public key contained in the Subscriber's Bank-Cert certificate is the digital signature of the Subscriber.
- c) All information and representations made by the Subscriber included in the certificate are true.
- d) The certificate will be used exclusively for authorised and legal purposes.
- e) All information supplied in the certificate application process does not infringe or violate in any way the trademarks, service marks, trade name, company name, or any other intellectual property rights of any third party.

1.2.3 Classes of Subscribers

HKPost issues certificates under this CPS only to applicants whose application for a certificate has been approved and who have signed a Subscriber Agreement in the appropriate form.

1.2.3.1 Bank-Cert (Personal) certificates

A Bank-Cert (Personal) certificate is issued to individuals who have a Hong Kong identity card and who are 18 or over. These certificates may be used to perform commercial operations.

1.2.4 Certificate Lifespan

Certificates issued under this CPS may have different lifespans depending upon which RA has acted in connection with which certificate. HKPost will agree with the RA the length of the validity to Bank-Certs in relation to which that RA will act. The lifespan of certificates is set out in **Appendix E. (See Section 3.2 for Certificate Renewal).**

1.2.5 Personal Application at HKPost's Approved Premises

All initial applications, all applications following the revocation of Bank-Cert and most applications for the renewal of this type of certificate will require the applicant personally to attend at the premises of a RA to present the necessary documents of identification, application form and signed Subscriber Agreement and be prepared to answer any questions concerning the same. In respect of Bank-Cert (Personal) certificates this means that all applicants for such digital certificates must attend personally. Upon such personal attendance, the applicants will be required to produce evidence of identity. (See further Section 3 below).

1.3 Contact Details

This CPS is administered by:
Electronic Services Division
Hongkong Post
2 Connaught Place, Central
Hong Kong
Web Site: <http://www.hongkongpost.gov.hk>

Hongkong Post CA Hotline:
Tel: 2921 6633
Fax: 2775 9130
Email: enquiry@hongkongpost.gov.hk

2. GENERAL PROVISIONS

2.1 Obligations

HKPost's obligations to Subscribers are defined and limited by this CPS and by the terms of the contracts with Subscribers in the form of a Subscriber Agreement. This is so whether the Subscriber is also a Relying Party in relation to a certificate of another Subscriber. In relation to Relying Parties who are not Subscribers, this CPS gives them notice that HKPost undertakes only to exercise reasonable care and skill to avoid causing certain categories of loss and damage to Relying Parties in issuing, withdrawing and publishing certificates in conformity with the Ordinance and the CPS, and places a monetary limit in respect of such liability as it may have as set out in below and in the certificates issued.

2.1.1 CA Obligations

HKPost is responsible for:

- a) Performing CA services and operations, and maintaining the infrastructures related to certificates issued under this CPS, in substantial conformity with the requirements of this CPS.
- b) Maintaining the security of its private keys.
- c) Generating the key pair and certificate in a trustworthy system and environment within HKPost's premises on behalf of the Subscriber (further described below) to ensure that the private key is not tampered with.

2.1.2 RA Obligations

Registration Authorities are responsible only to HKPost under the terms of the contracts under which they are appointed by HKPost to carry out on HKPost's behalf certain of HKPost's obligations set out above and as further detailed below, including certain of HKPost's obligations under Subscriber Agreements. RAs on behalf of HKPost collect and keep documents and information supplied under the terms of the CPS and Subscriber Agreements.

RAs shall not become parties to any Subscriber Agreement, nor shall they accept any duty of care to Subscribers or Relying Parties, in connection with the issue, withdrawal or publication of Bank-Certs, nor in relation to the collection and keeping of documents or information. RAs' acts only discharge HKPost's obligations and duties in these matters. RAs have the authority to act on behalf of HKPost to enforce the terms of the Subscriber Agreements (unless and until that authority is withdrawn and Subscribers duly notified of any such withdrawal).

2.1.3 Subscriber Obligations

Subscribers are responsible for:

- a) Completing the application procedures properly and signing a Subscriber Agreement in the appropriate form and performing the obligations placed upon them by that Agreement.

- b) Acknowledging that by accepting the certificate (which will occur during the process for completing the certificate) they are undertaking an obligation to protect the confidentiality (i.e. keep it secret) and the integrity of their private key using reasonable precautions to prevent its loss, disclosure, or unauthorised use.
- c) Reporting any loss or compromise of their private key immediately to the RA identified in the relevant certificate upon discovery of the loss or compromise (a compromise is a security violation in which information is exposed to potential unauthorised access, such that unauthorised disclosure, alteration, or use of the information may have occurred).
- d) Notifying the RA identified in the relevant certificate immediately from time to time of any change in the information in the certificate provided by the Subscriber.
- e) Notifying the RA identified in the relevant certificate immediately of any fact which may give rise to HKPost, upon the grounds set out in Section 4 below, having the right to revoke the certificate for which that Subscriber is responsible.
- f) Agreeing that by accepting a certificate they warrant (promise) to HKPost and represent to all Relying Parties that during the operational period of the certificate, the facts stated in Section 1.2.2.1 above are and will remain true.
- g) Not using a certificate in a transaction on becoming aware of any ground upon which HKPost or the RA identified on the relevant certificate, on HKPost's behalf, could revoke it under the terms of the CPS, or after the Subscriber has made a revocation request or been notified by the RA of the RA's intention (acting on behalf of HKPost) to suspend or revoke the certificate under the terms of this CPS.
- h) Upon becoming so aware of any ground upon which the RA could revoke the certificate, or upon the Subscriber making a revocation request or upon being notified by the RA of its intention to revoke the certificate as referred to in i) above, immediately notifying Relying Parties in any transaction that remains to be completed at the time, that the certificate used in that transaction is liable to be revoked and stating in clear terms that, as this is the case, the Relying Parties should not rely upon the certificate in respect of the transaction.

2.1.3.1 Subscriber's Liability

Each Subscriber acknowledges that if they do not discharge their responsibilities as set out above properly or at all, each Subscriber may become liable under the Subscriber Agreements and/or in law to pay HKPost and/or, under the law, other persons (including Relying Parties) damages in respect of liabilities or loss and damage they may incur or suffer in consequence.

2.1.4 Relying Party Obligations

Relying Parties relying upon Bank-Cert certificates are responsible for:

- a) Relying on such certificates only when the reliance is reasonable and in good faith in light of all the circumstances known to the Relying Party at the time of the reliance.
- b) Before relying upon a certificate determining that the use of the certificate is appropriate for its purposes under this CPS in particular in view of the limited duty of care and limited monetary liability that HKPost undertakes to Relying Parties as set out in this CPS and in the certificate and in view of the fact that the RA identified in the Certificate does not undertake any duty of care to Relying Parties at all.
- c) Checking the status of the certificate on the Certificate Revocation List prior to reliance.
- d) Performing all appropriate certificate validation procedures.

2.2 Further Provisions

Obligations of HKPost to Subscribers and Relying Parties

2.2.1 Reasonable Skill and Care

HKPost undertakes to each Subscriber and to each Relying Party that a reasonable degree of skill and care will be exercised by HKPost or by a RA when acting on its behalf in performing the obligations and exercising the rights it has as a CA set out in this CPS. **HKPost does not undertake any absolute obligations to the Subscriber(s) or Relying Parties. It does not**

warrant that the services it provides under this CPS by itself or by a RA or otherwise howsoever will be uninterrupted or error free or of a higher or different standard than that which should be achieved by the exercise by HKPost, or the officers, employees or agents of Hong Kong Post Office of a reasonable degree and skill and care.

The implications of this are that, if, despite the exercise of a reasonable degree of skill and care by HKPost or by a RA acting on its behalf, in carrying out this contract and in exercising its rights and discharging its obligations under the CPS, a Subscriber, either as a Subscriber or Relying Party as defined in this CPS, or a Relying Party who is not a Subscriber suffers any liability, loss or damage of whatsoever nature arising out of or in connection with the PKI system as described in this CPS, including loss and damage consequent upon reasonable reliance upon a certificate of another Subscriber, each Subscriber agrees and each Relying Party must accept that HKPost and the Hong Kong Post Office and any RA are under no liability of any kind in respect of such liability, loss or damage.

This means, for example, that provided that the HKPost or a RA acting on HKPost's behalf has exercised a reasonable degree of skill and care, HKPost and Hong Kong Post Office and any such RA will not be liable for any loss to a Subscriber or Relying Party caused by his reliance upon a false or forged digital signature supported by another Subscriber's Bank-Cert issued by HKPost.

This means, also, that, provided HKPost (by the Hong Kong Post Office or a RA acting on HKPost's behalf) has exercised a reasonable degree of skill and care to avoid and/or mitigate the effects of matters beyond its control, neither HKPost nor the Hong Kong Post Office nor any such RA is liable for the adverse effects to Subscribers or Relying Parties of any matters outside HKPost's control whatsoever, including (without limitation) the availability of the Internet, or telecommunications or other infrastructure systems or the adverse effects of the acts of God, war, military operations, national emergency, epidemic, fire, flood, earthquake, strike or riots or the negligence or deliberate wrongful conduct of other Subscribers or other third parties.

2.2.2 No Supply of Goods

For the avoidance of doubt, the Subscriber Agreements are not contracts for the supply of goods of any description or at all. Any and all certificates issued pursuant to it remain the property of and in the possession and control of HKPost and no right, title or interest in the certificates is transferred to the Subscriber, who merely has the right to procure the issue of a certificate and to rely upon it and the certificates of other Subscribers in accordance with the terms of the Subscriber Agreements. Accordingly the Subscriber Agreements contain (or are to contain) no express or implied terms or warranties as to the merchantability or fitness of a certificate for a particular purpose or any other terms or conditions appropriate in a contract for the supply of goods. Equally HKPost, in making available the certificates in a public repository accessible by Relying Parties is not supplying any goods to Relying Parties and likewise gives to Relying Parties no warranty as to the merchantability or fitness for a particular purpose of a certificate nor makes any other representation or warranty as if it were supplying goods to Relying Parties. The only qualification upon the foregoing is with regard to the Customer Kit and CD-ROM referred to in Section 4.3 below. No right, title or interest in the same is transferred to Subscribers: HKPost agrees to transfer, free of charge, those articles into possession of Subscribers for the limited purposes set out in Section 4.3, nonetheless HKPost does promise that it will exercise reasonable care to see that the same is fit for the purposes of completing and accepting a certificate as set out in Section 4.3 below, and if it is not, then HKPost's liability shall be as set out in sections 2.2.3 - 2.2.4 below. In addition, the CD-ROM may contain other material not relevant to the completion and acceptance of a Bank-Cert and if it does; the legal position in relation to such material is not governed by the CPS or the Subscriber Agreement, but by separate terms and conditions that will be referred to in the terms and conditions enclosed in the CD-ROM.

2.2.3 LIMITATION OF LIABILITY

2.2.3.1 Reasonableness of Limitations

Each Subscriber and Relying Party must acknowledge and agree that the PKI initiative and HKPost's role as a CA within that initiative are new and innovative ventures, in which the sum received by HKPost is modest compared to the burden that could be placed upon HKPost if HKPost were liable to Subscribers and Relying Parties without limit for damages under or in connection with Subscriber Agreements or the issue by HKPost of certificates under the PKI. Accordingly, each Subscriber and Relying Party must agree that it is reasonable for HKPost to limit its liabilities as set out in the Subscriber Agreements and in this CPS.

2.2.3.2 Limitation on Types of Recoverable Loss

In the event of HKPost's breach of the Subscriber Agreements or of any duty of care, and in particular, of its duty under the Subscriber Agreements to exercise reasonable skill and care and/or duties that may arise to a Subscriber or Relying Party when any certificate issued by HKPost under the PKI is relied upon or used by a Subscriber or Relying Party or anyone else or otherwise howsoever, whether a Subscriber or Relying Party suffers loss and damage as a Subscriber or as a Relying Party as defined by the CPS or otherwise howsoever, **HKPost shall not be liable for any damages or other relief in respect of (1) any direct or indirect: loss of profits or revenue, loss or injury to reputation or goodwill, loss of any opportunity or chance, loss of projects, or the loss or loss of use of any data, equipment or software or (2) for any indirect, consequential or incidental loss or damage even if, in respect of the latter, HKPost has been advised of the likelihood of such loss or damage in advance.**

2.2.3.3 HK\$ 1 Million Limit

Subject to the exceptions that appear below, in the event of HKPost's breach of a Subscriber Agreement or of any duty of care, and in particular, of any duty under the Subscriber Agreements, under this CPS or in law to exercise reasonable skill and care and/or breach of any duties that may arise to a Subscriber or Relying Party when any certificate issued by HKPost under the public key infrastructure initiative is relied upon or used by a Subscriber or Relying Party or anyone else or otherwise howsoever, whether a Subscriber or Relying Party suffers loss and damage as a Subscriber or as a Relying Party as defined by the CPS or otherwise howsoever the liability of HKPost to any Subscriber and any Relying Party, whether as Subscriber or Relying Party as defined by the CPS or in any other capacity at all, is limited to, and shall not under any circumstances exceed, HK \$1 million in respect of one Bank-Cert (Personal) certificate or, in respect of any other certificate issued by HKPost as a CA, the amount stated in the CPS for that certificate.

2.2.3.4 Time Limit For Making Claims

Any Subscriber or Relying Party who wishes to make any legal claim upon HKPost, the Hong Kong Post Office, any Registration Authority, or any officer, employee or agent of any of them, arising out of or in any way connected with the issuance, withdrawal or publication of a HKPost Bank-Cert must do so within one year of the date upon which that Subscriber or Relying Party becomes aware of any facts giving rise to the right to make such a claim or (if earlier) within one year of the date when, with the exercise of reasonable diligence, they could have become aware of such facts. For the avoidance of doubt, ignorance of the legal significance of those facts is immaterial. After the expiration of this one-year time limit the claim shall be waived and absolutely barred.

2.2.3.5 Hong Kong Post Office, RAs and their Personnel

Neither the Hong Kong Post Office nor any RA nor any officer or employee or other agent of the Hong Kong Post Office or any RA is to be a party to the Subscriber Agreements, and the Subscriber and Relying Parties must acknowledge to HKPost that, as far as the Subscriber and Relying Parties are aware, neither the Hong Kong Post Office nor any RA nor any of

their officers, employees or agents voluntarily accepts or will accept any personal responsibility or duty of care to the Subscriber or Relying Parties in connection with any action or omission done in good faith by any of them in any way connected either with the performance of HKPost of a Subscriber Agreement or any certificate issued by HKPost as a CA and each and every Subscriber and Relying Party accepts and will continue to accept that and undertakes to HKPost not to sue or seek any form of recovery or redress by other legal means whatsoever from any of the foregoing in respect of any act or omission done by that person in good faith (whether done negligently or not) in any way connected with either the performance of HKPost of a Subscriber Agreement or any certificate issued by HKPost as a CA and acknowledges that HKPost has a sufficient legal and financial interest to protect these organisations and individuals from such actions.

2.2.3.6 Liability For Wilful Misconduct, Personal Injury or Death

Any liability for fraud or wilful misconduct, personal injury and death is not within the scope of any limitation or exclusionary provision or notice of this CPS, any Subscriber Agreement or certificate issued by HKPost and is not limited or excluded by any such provision or notice.

2.2.3.7 Liability to Consumers

In respect of Subscribers who do not enter into Subscriber Agreements in the course of a business or held themselves out as doing so, it is possible that, as a matter of law, some or all of the limitations of liability that apply in the event of HKPost's failure, by itself or by any RA, to carry out the Subscriber Agreements with them with reasonable skill and care do not apply to any claim they may have.

2.2.3.8 Certificate Notices, Limitations and Reliance Limit

Bank-Certs issued by HKPost shall contain the following reliance limit and/or limitation of liability notice:

"The Postmaster General acting by the officers of the Hong Kong Post Office has issued this certificate as a CA under the Electronic Transactions Ordinance upon the terms and conditions set out in the Postmaster General's Certification Practice Statement (CPS) that applies to Bank -Certs and this certificate.

*Accordingly, any person, before relying upon this certificate should read the CPS that applies to Bank -Certs which may be read on the HKPost CA web site at www.hongkongpost.gov.hk and also at the premises and on the web site of the Registration Authority identified in this certificate (please refer to **Appendix E**) who has acted on behalf of HKPost in connection with it. The laws of Hong Kong SAR apply to this certificate and Relying Parties must submit any dispute or issue arising as a result of their reliance upon this certificate to the non-exclusive jurisdiction of the Courts of Hong Kong SAR.*

If you, as a Relying Party, do not accept the terms and conditions upon which this certificate is issued, then do not rely upon it.

The Postmaster General (by the Hong Kong Post Office, its officers, employees and agents) issues this certificate without undertaking any responsibility or duty of care to Relying Parties save as set out in the CPS.

Relying Parties, before relying upon this certificate are responsible for:

- a) Relying on it only when reliance is reasonable and in good faith in the light of all the circumstances known to the Relying Party at the time of reliance;*
- b) Before relying upon this certificate, determining that the use of the certificate is appropriate for its purposes under the CPS;*
- c) Checking the status of this certificate on the Certificate Revocation List prior to reliance;*
- d) Performing all appropriate certificate validation procedures.*

If, despite the exercise of reasonable skill and care by the Postmaster General, the Hong Kong Post Office and any Registration Authority identified in this certificate, their officers, employees or agents, this certificate is in any way inaccurate or misleading, the Postmaster General, Hong Kong Post Office, any Registration Authority identified in this certificate, and their officers, employees or agents, accept no responsibility for any loss or damage to the Relying Parties and the applicable reliance limit that applies to this certificate under the Ordinance in these circumstances is HK \$0.

If this certificate is in any way inaccurate or misleading and this is the result of the negligence of the Postmaster General, Hong Kong Post Office, any Registration Authority identified in this certificate, and their officers, employees or agents, then the Postmaster General will pay a Relying Party up to HK \$1 million in respect of proved loss caused by reasonable reliance upon such inaccurate or misleading matters in this certificate where such losses are not and do not include (1) any direct or indirect loss of profits or revenue, loss or injury to reputation or goodwill, loss of any opportunity or chance, loss of projects, or the loss or loss of use of any data, equipment or software or (2) any indirect, consequential or incidental loss or damage even if, in respect of the latter, HKPost has been advised of the likelihood of such loss or damage in advance. The applicable reliance limit that applies to this certificate under the Ordinance in these circumstances is HK \$1 million and in all cases in relation to categories of loss (1) and (2), is HK \$0.

Neither the Hong Kong Post Office nor the Registration Authority identified in this certificate, nor any officer, employee or agent of the Hong Kong Post Office or the Registration Authority identified in this certificate undertakes any duty of care to Relying Parties in any circumstances in relation to this certificate.

Time Limit For Making Claims

Any Relying Party who wishes to make any legal claim upon the Postmaster General, the Hong Kong Post Office, any Registration Authority, or any officer, employee or agent of any of them, arising out of or in any way connected with the issuance, withdrawal or publication of this Bank-Cert must do so within one year of the date upon which that Relying Party becomes aware of any facts giving rise to the right to make such a claim or (if earlier) within one year of the date when, with the exercise of reasonable diligence, they could have become aware of such facts. For the avoidance of doubt, ignorance of the legal significance of those facts is immaterial. After the expiration of this one-year time limit the claim shall be waived and absolutely barred.

If this certificate contains any intentional or reckless misrepresentation by the Postmaster General, the Hong Kong Post Office, any Registration Authority identified in this certificate and their officers, employees or agents, this certificate does not impose any limit upon their liability to Relying Parties who suffer loss in consequence of reasonable reliance upon such misrepresentations in this certificate.

The limits of liability contained herein do not apply in the (unlikely) event of liability for personal injury or death".

2.2.4 HKPost's Liability for Defective Customer Kit or CD-ROM and for Accepted but Defective Certificates

2.2.4.1 Notwithstanding the limitation of liability set out above, if the Customer Kit or CD-ROM

referred to in Section 4.3 below is defective so that the certificate in respect of which the same was supplied cannot be completed or accepted properly or at all, and the Subscriber to whom they were supplied notifies the RA who supplied them of this immediately to permit the supply (if desired) of a replacement Customer Kit or CD-ROM, then if such notification has occurred within 3 months of the Subscriber being sent the Bank-Cert Customer Kit or CD-ROM and the Subscriber no longer wants a certificate, the RA, on HKPost's behalf, on being satisfied of the existence of any such defect, will refund the fee. If the Subscriber waits longer than 3 months after the date upon which the Customer Kit or CD-ROM was sent to him before notifying the RA of any such defect, the fee will not be refunded as of right, but only at the discretion of the RA concerned (acting on behalf of HKPost).

2.2.4.2 Notwithstanding the limitation of liability set out above, if, after acceptance of the certificate, a Subscriber finds that, in respect of Bank-Cert (Personal) certificates, because of any error in the private key or public key of the certificate, no transactions contemplated by the PKI can be completed properly or at all, and that Subscriber notifies the RA identified in the Certificate of this immediately to permit the certificate to be revoked and (if desired) re-issued, then, if such notification has occurred within 3 months of the acceptance of the certificate and the Subscriber no longer wants a certificate, HKPost by the RA identified in the Certificate, on being satisfied of the existence of any such error, will refund the fee. If the Subscriber waits longer than 3 months after acceptance before notifying the RA identified in the Certificate of any such error, the fee will not be refunded as of right, but only at the discretion of HKPost or of the RA identified in the certificate on HKPost's behalf.

2.2.5 Assignment by Subscriber

Subscribers may not assign their rights under Subscriber Agreements or certificates. Any attempted assignment will be void.

2.2.6 Authority to Make Representations

No agent or employee of the Hong Kong Post Office or of any RA has authority to make any representations on behalf of HKPost as to the meaning or interpretation of this CPS.

2.2.7 Variation

HKPost has the right to vary this CPS without notice (*See Section 8*). Subscriber Agreements cannot be varied, amended or changed except to comply with a variation or change in this CPS or with the express written consent of the Postmaster General.

2.2.8 Retention of Title

The physical, copyright, and intellectual property rights to all information on the certificate issued under this CPS are and will remain vested in HKPost.

2.2.9 Conflict of Provisions

In the event of a conflict between this CPS and other rules, guidelines, or contracts, the Subscriber and Relying Parties shall be bound by the provisions of this CPS, except to the extent that the provisions are prohibited by law.

2.2.10 Fiduciary Relationships

Neither HKPost nor any RA acting on behalf of HKPost is an agent, fiduciary, trustee or other representative of the Subscribers or Relying Parties at any time. Subscribers and Relying Parties have no authority to bind HKPost or any RA acting on HKPost's behalf, by contract or otherwise, to any obligation as an agent, fiduciary, trustee or other representative of the Subscribers or Relying Parties.

2.2.11 Cross Certification

HKPost reserves the right in all instances to define and determine suitable grounds for cross-certification with another CA or Postal CA.

2.2.12 Financial Responsibility

An insurance policy is in place to cover the liabilities and claims against reliance limit on the certificates.

2.3 Interpretation and Enforcement (Governing Law)

2.3.1 Governing Law

The laws of Hong Kong SAR govern this CPS. Subscribers and Relying Parties agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong SAR.

2.3.2 Severability, Survival, Merger, and Notice

If any provision of this CPS is declared or found to be illegal, unenforceable, or void, then any offending words in it will be deleted to the extent necessary to make it legal and enforceable while preserving its intent. The unenforceability of any provision of this CPS will not impair the enforceability of any other provision of this CPS.

2.3.3 Dispute Resolution Procedures

The decisions of HKPost pertaining to matters within the scope of this CPS are final. No alternative dispute resolution procedures regarding Subscriber or Relying Party disputes will be implemented by HKPost. Any claims should be submitted to HKPost at the following address:

Electronic Services Division
Hongkong Post
2 Connaught Place, Central
Hong Kong

Email: enquiry@hongkongpost.gov.hk

2.4 Fees

For details of the fees charged in respect of Bank-Certs, please see Appendix E under the heading of the relevant RA.

2.5 Publication and Repository

HKPost maintains a repository that contains a list of issued certificates, the current Certificate Revocation List, the HKPost public key, a copy of this CPS, and other information related to Bank-Cert certificates which reference this CPS. The repository is available on a substantially 24 hours per day, 7 days per week basis, subject to scheduled maintenance of up to 2 hours per week and any emergency maintenance. HKPost promptly publishes each certificate issued under this CPS in the repository following the processing of an approved Bank-Cert application. The HKPost repository can be accessed at URL <ldap://ldap.hongkongpost.gov.hk> and <http://www.hongkongpost.gov.hk>.

2.5.1 Certificate Repository Controls

The repository is maintained in a location that is viewable on-line and is protected from unauthorised access.

2.5.2 Certificate Repository Access Requirements

Only authorised HKPost employees have access to the repository to update and modify the contents.

2.5.3 Certificate Repository Update Cycle

The repository is updated promptly upon the issuance of each certificate and any other applicable events described in Section 4.

2.6 Compliance Audit

Compliance audits conducted on the HKPost's system of issuing, withdrawing and publishing Bank-Certs to determine if this CPS is being properly followed are performed at least once in every 12 months in accordance with the requirements set out in the Electronic Transactions Ordinance (Cap.553) and the Code of Practice for Recognized Certification Authorities.

2.7 Confidentiality

The restrictions in this subsection apply to HKPost and any RA and any other HKPost subcontractors performing tasks related to HKPost's system of issuing, withdrawing and publishing Bank-Certs. Information about Subscribers that is submitted as part of an application for a Bank-Cert certificate under this CPS will be used only for the purposes collected and is kept confidential except to the extent necessary for HKPost to perform its obligations under this CPS. Such information will not be released without the prior consent of the Subscriber except when required by a court-issued subpoena or order, or when otherwise required by the laws of Hong Kong SAR. HKPost is specifically precluded from releasing lists of Subscribers or Subscriber information (except for compiled data which is not traceable to an individual Subscriber in accordance with the laws of Hong Kong SAR) unless required by a court-issued subpoena or order, or when otherwise required by the laws of Hong Kong SAR.

3. IDENTIFICATION AND AUTHENTICATION

3.1 Initial Registration

Each applicant for a Bank-Cert (Personal) certificate must appear in person at the premises of a RA, and present proof of identity as described in sections 3.1.8.

All applicants for a HKPost Bank-Cert must submit a completed and signed application form and Subscriber Agreement to the RA identified in the application form. Following approval of the application by the RA identified in the application form on behalf of HKPost, HKPost prepares a Bank-Cert certificate and notifies the applicant either directly or, at the Subscriber's choice, by the RA identified in the application form explaining how the certificate may be retrieved.

3.1.1 Types of Names

3.1.1.1 Bank-Cert (Personal) certificates

Subscribers for Bank-Cert (Personal) certificates will be identified in a certificate with a Subscriber Name consisting of:

- a) The Subscriber's name as it appears on the Subscriber's Hong Kong identity card.
- b) The Subscriber's Hong Kong identity card number which will be stored in the certificate as a hash value (see **Appendix B**).

3.1.2 Need for Names to be Meaningful

All names must be meaningful using commonly understood semantics to determine the identity of the Subscriber.

3.1.3 Rules for Interpreting Various Names

The types of names of the Subscriber (subject name) to be included in the digital certificates **are described in Section 3.1.1. Appendix B should be referred to for interpretation of the subject name of the Bank-Cert certificates.**

3.1.4 Name Uniqueness

Taking all components (including the Subscriber Reference Number (SRN)) of the name together,

the Subscriber Name shall be unambiguous and unique. However, this CPS does not require that a specific component or element of a name be unique or unambiguous by itself.

3.1.5 Name Claim Dispute Resolution Procedure

The decisions of HKPost or a RA on its behalf in matters concerning name disputes are discretionary, final, and not subject to appeal.

3.1.6 Authentication and Role of Trademarks

Subscribers warrant (promise) to HKPost and represent to RAs and Relying Parties that the information supplied by them in the Bank-Cert application process does not infringe or violate in any way the trademarks, service marks, trade name, company name, or any other intellectual property rights of any third party.

3.1.7 Method to Prove Possession of the Private Key

Subscribers will have their private key generated using HKPost's central key generation service. With central key generation service, HKPost will generate the key pair and certificate on behalf of the Subscriber in a trustworthy system and environment within HKPost's premises to ensure that the private key is not tampered with. The private key together with the certificate will be stored on a floppy disk and delivered to the Subscriber in a secure manner designated by the Subscriber on the application form. HKPost fully reserves the right to store the private key and the certificate on alternative technological storage medium to the floppy disk as and when suitable technology is available. If alternative technological storage medium is used, it will still be delivered to the Subscriber in a secure manner designated by the Subscriber on the application form. All Subscribers acknowledge that it is their sole responsibility to maintain the security of the private key related to the public key included in the Bank-Cert.

3.1.8 Authentication of Individual Identity

Confirmation of the identity of each individual Subscriber will be accomplished through an in-person process that operates as follows:

Each applicant for a certificate must appear at the premises of a RA and submit a completed and signed Bank-Cert application form and the Subscriber Agreement and the applicant's Hong Kong identity card. Personnel at the aforementioned premises will retain a photocopy of the identity card, review and certify the application package, and forward the application to HKPost CA Centre for processing.

3.2 Certificate Renewal

HKPost will neither perform by itself nor by any RA renewal of expired, suspended or revoked certificates.

3.2.1 Bank-Cert (Personal) certificates

A Bank-Cert (Personal) certificate may be renewed once without going through the process of a face-to-face authentication of the identity of the Subscriber which is required when a new certificate application is made. However, upon renewal, a new key pair must be generated using HKPost's central key generation service. The responsibilities of the Subscribers and HKPost are the same in respect of the generation of the new keys as for the original ones, as set out above. Upon renewal, a Certificate Renewal Form (available at HKPost web site at <http://www.hongkongpost.gov.hk> or the RA's web site (see Appendix E) or its premises) will need to be completed, signed and submitted to the RA with the appropriate fee. Upon renewal, the terms and conditions of the original Subscriber Agreement will apply to the renewed certificate, except insofar as such terms are incompatible with the terms of the CPS current at the date of renewal. In the case of such incompatibility the terms of the current CPS will prevail. Applicants for renewal should read the terms of the CPS current at the date of renewal before submitting the renewal forms.

4. OPERATIONAL REQUIREMENTS

4.1 Certificate Application

Applicants for Bank-Certs under this CPS must complete and submit an application on a form created jointly by HKPost and the RA. All application information transmitted electronically between the RA and HKPost must use a protocol prescribed by HKPost from time to time.

4.2 Certificate Creation and Issuance

The RA will notify the applicant of the approval of an application and the subscriber will be requested to confirm in a printed form that **all the information and each representation made by the Subscriber(s) included in the certificate is accurate and true**. The certificate issuance process is as follows: -

With the central key generation service, the key pair generation and certificate creation are performed by HKPost on behalf of the Subscriber. This is done in a trustworthy system and environment within HKPost's premises to ensure that the private key will not be tampered with.

4.3 The Procedure for Issuing, Checking and Accepting Certificates

HKPost and the RA will aim to complete the process of an application within a reasonable period of time. The RA, on behalf of HKPost, will authenticate the identity of each Subscriber. With the central key generation service, the key pair generation and certificate creation is performed by HKPost on behalf of the Subscriber. The private key and certificate will then be stored on a floppy disk or alternative storage medium as mentioned in Section 3.1.7. HKPost will not make or keep a copy of the Subscriber's private key. The disk or alternative storage medium will then be delivered to the Subscriber in a secure manner designated by the Subscriber on the application form. Subscribers agree that they are fully accountable for the safe custody of the private key upon receipt of the disk or alternative storage medium and agree that they will be responsible for any consequences under any circumstances for the compromise of the private key.

By accepting the certificate, the Subscriber acknowledges that the information contained in the certificate is correct. Acceptance confirms and is evidence that the Subscriber agrees to be bound by the terms of this CPS, the certificate application form, and the Subscriber Agreement.

4.4 Certificate Revocation

4.4.1 Circumstances for Revocation

Each Subscriber may revoke the certificate for which they are responsible under a Subscriber Agreement at any time for any reason by following the revocation procedure set out in this CPS.

Each Subscriber **MUST** apply to either HKPost directly or to the RA identified in the certificate for the revocation of the certificate in accordance with the revocation procedures in this CPS **whenever the Subscriber's private key, or the media containing the private key corresponding to the public key contained in a Bank-Cert has been, or is suspected of having been, compromised**.

HKPost and the RA identified in the certificate, on behalf of HKPost, may revoke a certificate in accordance with the procedures in the CPS whenever it:

- a) Knows or reasonably suspects that a Subscriber's private key has been compromised;
- b) Knows or reasonably suspects that any details upon a certificate are not true or have become untrue or that the certificate is otherwise unreliable;
- c) Determines that a certificate was not properly issued in accordance with the CPS;
- d) Determines that the Subscriber had failed to meet any of the obligations set out in the

- CPS or the Subscriber Agreement;
- e) Is required to do so by any regulation, or law applicable to the certificate;
 - f) Knows or has reasonable cause to believe that the Subscriber whose details appear on the certificate:
 - (i) Is dead or has died;
 - (ii) Is or has become an undischarged bankrupt or has entered into a composition or scheme of arrangement or a voluntary arrangement within the meaning of the Bankruptcy Ordinance (Cap. 6) within 5 years preceding the date of revocation;
 - (iii) Has been convicted in Hong Kong or elsewhere of an offence for which it was necessary to find that the person acted fraudulently, corruptly or dishonestly or committed an offence under the Electronic Transactions Ordinance.

4.4.2 Revocation Request Procedure

A Subscriber may submit a certificate revocation request to HKPost directly by fax, letter mail, email or in-person. A Subscriber may alternatively submit a revocation request to the RA identified in the certificate by fax, letter mail, email or in-person, depending upon which of these methods the RA to be contacted can accept (see **Appendix E**).

Where the revocation request is made directly to HKPost, HKPost, upon receipt of the request will put a "hold" upon the certificate, which effectively suspends the validity of the certificate. HKPost will revoke the certificate and thereby terminate its validity permanently, upon receipt directly from a Subscriber of final confirmation of revocation. Such final confirmation of revocation can be an email digitally signed by the Subscriber's private key, a fax of an original letter signed by the Subscriber where the original letter is then forwarded to HKPost by letter mail, by an original letter signed by the Subscriber or a Request for Certificate Revocation Form signed by the Subscriber. The Request for Certificate Revocation Form can be obtained at any of the Post Offices and from the web site at <http://www.hongkongpost.gov.hk> or the RA's web site (see Appendix E) or its premises. HKPost will endeavour to issue a Notice of Revocation to the Subscriber within one week following the receipt of the request for revocation and/or of the final confirmation of revocation.

Where the revocation request is made to the RA identified in the certificate the authorized representatives of the RA will notify HKPost. Upon receipt of the notification from the RA, HKPost will put a "hold" on the certificate, which effectively suspends the validity of the certificate. The certificate will be revoked by HKPost, which effectively terminates the validity of the certificate permanently, upon receipt of the final confirmation of revocation from the Subscriber directly or through the RA to which the request for revocation was first submitted. Such final confirmation of revocation can be an email digitally signed by the Subscriber's private key, a fax of an original letter signed by the Subscriber where the original letter is then forwarded to the RA by letter mail, an original letter signed by the Subscriber or a Request for Certificate Revocation Form signed by the Subscriber. The Request for Certificate Revocation Form can be obtained at the premises of the RA identified in the certificate. The RA, on behalf of HKPost, will endeavour to issue a Notice of Revocation to such Subscribers within one week following the receipt of the request for revocation and/or of the final confirmation of revocation.

If no final confirmation of revocation is received from the Subscriber, the validity of the certificate will remain suspended and will be included in the Certificate Revocation List (CRL) until the certificate expires.

HKPost or the RA identified in the certificate may consider Subscriber's request for resuming the validity of certificates that are in a "hold" status. However, resuming the validity of a certificate that is in a "hold" status is only at the discretion of HKPost or the RA.

A Subscriber can submit a final confirmation of revocation as set out above, without first making any other request for revocation. Receipt of such final confirmation will terminate the validity of the

certificate permanently.

Suspended or revoked certificates, will be included in the Certificate Revocation List (see Section 7.2) but where the Subscriber has requested revocation, the reason code in used in the List identifying the reason for the certificate suspension or revocation that may indicate an “unspecified” reason for suspension or revocation, as Subscribers need not have or give any particular reason to request revocation. A certificate that is resumed from a "hold" status will not be included in the succeeding Certificate Revocation Lists.

Where a revocation request or final confirmation of revocation has been submitted to the RA identified in the certificate, that RA (as the agent of HKPost) will, within one working day of receipt, notify HKPost of the receipt of the same to enable HKPost to post the suspension or revocation to the Certificate Revocation List.

If the RA receives the revocation request or final confirmation on a day before a day which is not a business day upon which that RA operates, the RA will immediately notify Subscribers that they should send their request or final confirmation directly to HKPost.

Requests for revocation and confirmation of revocation can only be actioned by RA and HKPost within their usual business hours. For details of the RA's business hours for revocation please refer to Appendix E.

HKPost business hours for revocation are as follows:

Monday - Friday	09:00 am - 5:00 pm
Saturday	09:00 am - 12:00 noon
Sunday & Public Holidays	09:00 am - 12:00 noon

For any weekday (Monday -Saturday) on which a tropical cyclone warning signal no. 8 (or above) or a black rainstorm warning signal is hoisted, the RA and HKPost will open at their usual hours if the signal is lowered at or before 6 am on that day. If the signal is lowered between 6 am and 10 am or at 10 am, the RA and HKPost will open at 2:00 pm for any weekday other than a Saturday.

4.4.3 Service Pledge & Certificate Revocation List Update

- a) HKPost will exercise reasonable endeavours to see that within 2 working days of (1) Receiving a revocation request or final confirmation of revocation from either the Subscriber directly or from the RA identified in the certificate or (2) in the absence of such a request, the decision by HKPost and/or the notification from a RA of a decision by that RA on HKPost's behalf, to suspend or revoke the certificate, the suspension or revocation is posted to the Certificate Revocation List. However, a Certificate Revocation List is not published in the directory for access by the public following each certificate suspension or revocation. Only when the next Certificate Revocation List is updated and published will it reflect the suspended or revoked status of the certificate. Certificate Revocation Lists are published daily and are archived for 7 years.

For the avoidance of doubt, all Sundays, public holidays and for all weekdays on which a tropical cyclone and rainstorm warning signal is hoisted, are not working days for the purpose of this section 4.4.3(a).

- b) Subscribers must not use a certificate in a transaction on becoming aware of any ground upon which HKPost and/or the RA identified in the certificate could revoke it under the terms of the CPS and must not use it in a transaction after the Subscriber has made a revocation request or been notified of the intention of HKPost or of a RA on HKPost's behalf to suspend or revoke the certificate. HKPost and the RA shall be under no liability to Subscribers in respect of any such transactions if, despite the foregoing, they do use the certificate in a transaction.

- c) Further, upon becoming so aware of any ground upon which HKPost and/or the RA identified in the certificate could revoke the certificate, or upon making a revocation request or upon being notified by HKPost or the RA of its intention to revoke the certificate, Subscribers must immediately notify Relying Parties in any transaction that remains to be completed at the time, that the certificate used in that transaction is liable to be revoked (either by HKPost, the RA or at the Subscriber's request) and state in clear terms that, as this is the case, the Relying Parties should not rely upon the certificate in respect of the transaction. HKPost and the RA shall be under no liability in respect of such transactions to Subscribers who fail to notify Relying Parties, and under no liability to Relying Parties who receive such a notification from Subscribers but who complete the transaction despite such notification.

HKPost and the RA shall be under no liability to Relying Parties in respect of the period between HKPost or the RA's decision to suspend or revoke a certificate (either in response to a request or otherwise) and the appearance of this information on the Certificate Revocation List, unless HKPost or the RA on HKPost's behalf has failed to exercise reasonable skill and care and the Subscriber has failed to notify the Relying Party as required by these provisions. Any such liability is limited as set out elsewhere in this CPS. In no circumstances does the RA itself undertake a separate duty of care to Relying Parties (the RA is simply discharging HKPost's duty of care), and accordingly, even if negligent, the RA itself cannot be held liable to Relying Parties.

- d) The Certificate Revocation List can be accessed and downloaded from the HKPost CA web site at <http://www.hongkongpost.gov.hk> or <ldap://ldap.hongkongpost.gov.hk>.

4.4.4 Effect of Revocation

Revocation terminates a certificate as of the time that HKPost or the RA processes the revocation action and posts it to the Certificate Revocation List.

4.5 Computer Security Audit Procedures

4.5.1 Types of Events Recorded

Significant security events in the HKPost CA system are manually or automatically recorded to protected audit trail files. These events include, but are not limited to, the following examples:

- Suspicious network activity
- Repeated failed access attempts
- Events related to equipment and software installation, modification, and configuration of the CA operation
- Privileged accesses to all CA components
- Regular certificate management operations including: -
 - Certificate revocation and suspension requests
 - Actual issuance, revocation and suspension of certificates
 - Certificate renewals
 - Updates to repositories
 - CRL generation and posting
 - CA Key rollover
 - Backups
 - Emergency key recoveries

4.5.2 Frequency of Processing Log

Adequate backup of audit logs are processed on a daily basis to provide audit trails of actions, transactions and processes of the HKPost CA.

4.5.3 Retention Period for Audit Logs

Archived audit log files are retained for 7 years.

4.5.4 Protection of Audit Logs

HKPost implement multi-person control on processing audit logs which afforded adequate protection against accidental damage or deliberate modifications.

4.5.5 Audit Log Backup Procedures

Adequate backup of audit logs is performed on a daily basis under pre-defined procedures including multi-person control. The backups will be stored off-line and are afforded adequate protection against theft, destruction and media degradation. The backups will be retained for not less than one week before they are archived.

4.5.6 Audit Information Collection System

HKPost CA audit records and files are under the control of an automated audit collection system that cannot be modified by any application, program, or other system function. Any modification to the audit collection system is itself an auditable event.

4.5.7 Notification of Event-Causing Subject to HKPost

HKPost has an automated process in place to report critical audited events to the appropriate person or system.

4.5.8 Vulnerability Assessments

Vulnerability assessments are conducted as part of HKPost's CA security procedures.

4.6 Records Archival

4.6.1 Types of Records Archived

HKPost shall ensure that archived records are detailed enough to establish the validity of a certificate and the proper operation of it in the past. The following data are archived by (or on behalf of) HKPost:

- System equipment configuration files;
- Results of assessments and/or review for accreditation of the equipment (if conducted);
- Certification practice statement and its modifications or updates;
- Contractual agreements to which HKPost is bound;
- All certificates and CRLs as issued or published;
- Periodic event logs; and
- Other data necessary for verifying archive contents.

4.6.2 Archive Retention Period

Key and certificate information is securely maintained for 7 years. Audit trail files are maintained in the CA systems as deemed appropriate by HKPost.

4.6.3 Archive Protection

Archived media maintained by HKPost is protected from unauthorised access by various physical and cryptographic means. Protective measures are used to protect the archiving media from environmental threats such as temperature, humidity and magnetism.

4.6.4 Archive Backup Procedures

Backup copies of the archives are created and maintained in case of the loss or destruction of the primary archives.

4.6.5 Timestamping

Archived information is marked with the date at which the archive item was created. HKPost utilizes controls to prevent the unauthorised manipulation of the system clocks.

4.7 Key Changeover

The lifespan of the HKPost CA and signing root key of Bank-Cert certificates is 10 years. CA keys and certificates will be renewed at least 3 months before their certificates expire. Upon renewal of a root key, the associated root certificate will be published for public access. The original root keys for verification will be kept for a minimum period as specified in Section 4.6.2 in case any signatures signed with the original key might have to be verified later.

4.8 Disaster Recovery and Key Compromise Plans

4.8.1 Disaster Recovery Plan

A managed process is in place for maintaining business continuity plans to protect critical business processes from the effect of major failures or disasters. Business continuity plans exist to enable the complete recovery of all HKPost services. This incorporates a thoroughly tested independent disaster recovery site. The business continuity plans are reviewed and exercised annually.

HKPost will promptly notify the Director of Information Technology Services and make public announcement of the switchover of operation from the production site to the disaster recovery site as a result of major failures or disasters.

4.8.2 Key Compromise Plan

Formal procedures of handling key compromise are included in the business continuity plans and are reviewed and exercised annually.

HKPost will promptly notify the Director of Information Technology Services and make public announcement if a private key for the issuance of Bank-Cert certificates under this CPS has been compromised. The compromise of an HKPost private key will result in prompt revocation of the certificates issued under that private key and the issuance of new and replacement certificates.

4.9 CA Termination

In the event that HKPost ceases to operate as a CA, notification to the Director of Information Technology Services and public announcement will be made in accordance with the procedures set out in the HKPost termination plan. HKPost will make appropriate arrangements to effect an orderly transfer of information contained in the HKPost repository, including certificates issued by HKPost that reference this CPS and HKPost's public keys.

4.10 RA Termination

In the event that a RA ceases to be a RA and its authority to act on behalf of HKPost is withdrawn, HKPost or the RA concerned will notify Subscribers of certificates which identify that RA. Despite the termination of the RA's authority to further represent HKPost, the Bank-Certs will remain in effect in accordance with their terms until expiry (save that Subscribers must deal directly with HKPost rather than the former RA in matters connected with the Bank-Cert formerly handled by the RA) and, until expiry, the former RA must recognise the continuing validity of the Bank-Cert. The Bank-Certs identifying a RA whose authority to act on behalf of HKPost has been withdrawn cannot be renewed after expiry.

5. *PHYSICAL, PROCEDURAL, AND PERSONNEL SECURITY CONTROLS*

5.1 Physical Security

5.1.1 Site Location and Construction

The HKPost CA operation is located in a site that affords commercially reasonable physical security. During construction of the site, HKPost took appropriate precautions to prepare the site for CA operations.

5.1.2 Access Controls

HKPost has implemented commercially reasonable physical security controls that limit access to the hardware and software (including the CA server, workstations, and any external cryptographic hardware modules or tokens under HKPost's control) used in connection with providing the HKPost CA services. Access to such hardware and software is limited to those personnel performing in a trusted role as described in Section 5.2.1 of this CPS. Access is controlled and manually or electronically monitored for unauthorised intrusion at all times.

5.1.3 Power and Air Conditioning

Power and air conditioning resources available to the CA facility include dedicated air-conditioning system, uninterruptible power supply (UPS) system and a back-up independent power generator to provide power in the event of the failure of the city power system.

5.1.4 Natural Disasters

The CA facility is protected to the extent reasonably possible from natural disasters.

5.1.5 Fire Prevention and Protection

HKPost has a CA facility fire prevention plan and suppression system in place.

5.1.6 Media Storage

Media storage and disposition processes have been developed and are in place.

5.1.7 Off-site Backup

Adequate backups of the HKPost CA system data will be stored off-site and are afforded adequate protection against theft, destruction and media degradation (See also 4.8.1)

5.1.8 Protection of Paper Documents

Paper documents and photocopies of identity confirmation documents are maintained by HKPost in a secure fashion. Only authorised personnel are permitted access to the paper records.

5.2 Procedural Controls

5.2.1 Trusted Role

Employees, contractors, and consultants of HKPost and of RA acting on behalf of HKPost (collectively "Personnel") that have access to or control of cryptographic or other operations that may materially affect the issuance, use, or revocation of certificates, including access to restricted operations of HKPost's CA database, are considered to be serving in a trusted role. Such Personnel include, but are not limited to, system administration personnel, operators, engineering personnel, and executives who are assigned to oversee HKPost's CA operation.

Procedures are established, documented and implemented for all trusted roles in relation to HKPost Bank-Cert services. The procedural integrity is maintained by enforcing:

- different levels of physical and systems access control based on role and responsibility, and
- segregation of duties.

An annual audit is undertaken to confirm compliance with policy and procedural controls (see Section 2.6).

5.3 Personnel Controls

5.3.1 Background and Qualifications

HKPost follows personnel and management policies that provide reasonable assurance of the trustworthiness and competence of its personnel and that of RAs acting on its behalf, including employees, contractors and consultants and of the satisfactory performance of their duties in a manner consistent with this CPS.

5.3.2 Background Investigation

HKPost conducts and/or requires RA to conduct investigations of personnel who serve in trusted roles (prior to their employment and periodically thereafter as necessary) to verify the employee's trustworthiness and competence in accordance with the requirements of this CPS. Personnel who fail an initial or periodic investigation are not permitted to serve or to continue to serve in a trusted role.

5.3.3 Training Requirements

HKPost personnel and that of RA's have received the initial training needed to perform their duties. HKPost and RA's also provide ongoing training as necessary to enable their personnel to remain current in required skills.

5.3.4 Documentation Supplied To Personnel

HKPost personnel and that of RA's receive comprehensive user manuals detailing the procedures for certificate creation, issuance, updating, renewal, and revocation, and other software functionality relative to their role.

6. TECHNICAL SECURITY CONTROLS

This Section is to describe the technical measures established by HKPost to specifically protect its cryptographic keys and associated data. Control of CA keys is implemented through physical security and secure key storage. CA keys are generated, stored, used and destructed only within a tamper-proof hardware device, which is under multi-person access control.

6.1 Key Pair Generation and Installation

6.1.1 Key Pair Generation

Key pairs for HKPost and Subscribers are generated through a procedure such that the private key cannot be accessed by anyone other than the authorised user of the key pair unless there is some compromise of the procedure by the authorised user. HKPost generated the root key pairs for issuing certificates that conform to this CPS. **In the case of central key generation by HKPost on behalf of the Subscriber, the system will delete the private key once it is embedded into a floppy disk or alternative storage medium as mentioned in Section 3.1.7. HKPost will not make or keep a copy of the private key.**

6.1.2 Public Key Delivery to Subscriber

The public key of each HKPost key pair used for the CA's digital signatures is available on-line at <http://www.hongkongpost.gov.hk>. HKPost utilizes protection to prevent alteration of those keys.

6.1.3 Key Sizes

The HKPost signing key pair is 2048-bit RSA. Subscriber key pairs are 1024-bit RSA.

6.1.4 Standards for Cryptographic Module

Signing key generation, storage, and signing operations performed by HKPost are conducted within a hardware cryptographic module.

6.1.5 Key Usage Purposes

Keys used in Bank-Cert (Personal) certificates may be used for digital signatures and conducting enciphered electronic communications. HKPost Root Key (the key used to create or issue certificates that conform to this CPS) is used only for signing (a) certificates and (b) Certificate

Revocation Lists.

6.2 Private Key Protection

6.2.1 Standards for Cryptographic Module

HKPost private keys are created in a crypto module validated to at least FIPS 140-1 Level 1.

6.2.2 Private Key Multi-Person Control

HKPost private keys are stored in tamper-proof hardware cryptographic devices. HKPost implements multi-person control over the activation, usage, deactivation of HKPost private keys.

6.2.3 Private Key Escrow

No over-all key escrow process is planned for Subscribers' private keys in the Bank-Cert system used by HKPost.

6.2.4 Backup of HKPost Private Keys

Backup of the HKPost private key is performed in a manner that requires more than one person to complete. The backup private keys must be activated by more than one person. No other private keys are backed-up. All private keys will not be archived.

6.3 Other Aspects of Key Pair Management

HKPost public and private keys will be used for no more than 10 years. All HKPost key generation, key destruction, key storage, and certificate revocation list signing operations are performed in a hardware cryptographic module. Archival of HKPost public keys is performed as specified in Section 4.6.

6.4 Computer Security Controls

HKPost implements multi-person control over the life cycle of activation data such as PINs and passwords for accessing the CA systems. Security procedures are in place to prevent and detect unauthorised access, modification, or compromise of the CA systems. Such security controls are subject to compliance audit as specified in Section 2.6.

6.5 Life Cycle Technical Security Controls

HKPost implements controls over the procedures for the procurement and development of software and hardware for HKPost systems. Change control procedures are in place to control and monitor all revisions and enhancements to be made to the components of the HKPost systems.

6.6 Network Security Controls

The HKPost systems are protected by firewalls and other access control mechanisms configured to allow only authorised access required for the CA services set forth in this CPS.

6.7 Cryptographic Module Engineering Controls

The cryptographic devices used by HKPost are rated to at least FIPS 140-1 Level 1.

7. CERTIFICATE AND CERTIFICATE REVOCATION LIST PROFILES

7.1 Certificate Profile

Certificates that reference this CPS contain the public key used for confirming the identity of the sender of an electronic message and verifying the integrity of such messages, i.e., the public key

used to verify a digital signature. All certificates that reference this CPS are issued in the X.509 version 3 format (See **Appendix B**). A summary of the features of the Bank-Cert certificates is at **Appendix D**.

7.2 Certificate Revocation List Profile

The HKPost Certificate Revocation List is in the X.509 version 2 format (see **Appendix C**).

8. CPS ADMINISTRATION

All changes to this CPS must be approved and published by HKPost. The CPS changes will be effective upon publication by HKPost in the HKPost CA web site at <http://www.hongkongpost.gov.hk> or in the HKPost repository and are binding on all applicants for new certificates and upon all holders of existing certificates as those certificates are renewed. HKPost will notify the Director of Information Technology Services any subsequent changes to this CPS as soon as practicable. A copy of this CPS and its predecessors are available to be viewed by Subscribers and relying parties on the HKPost CA web site at <http://www.hongkongpost.gov.hk> or in the HKPost repository or RA website. Paper copies of this CPS are also available at RA premises or from the following address:

Electronic Services Division.
Hongkong Post
2 Connaught Place, Central
Hong Kong

Glossary

Unless the context otherwise requires, the following expressions have the following meanings in this CPS

"Accept a certificate", in relation to a person to whom a certificate is issued, means that the person while having notice of the contents of the certificate

- a) authorises the publication of the certificate to one or more persons or in a repository;
- b) uses the certificate; or
- c) otherwise demonstrates approval of the certificate.

"Addressee" in relation to an electronic record sent by an originator, means the person who is specified by the originator to receive the electronic record but does not include an intermediary.

"Applicant" means a natural or legal person who applies for a Bank-Cert.

"Asymmetric Cryptosystem" means a system capable of generating a secure key pair, consisting of a private key for generating a digital signature and a public key to verify the digital signature.

Certificate or "Bank-Cert" means a record which:-

- a) is issued by a certification authority for the purpose of supporting a digital signature which purports to confirm the identity or other significant characteristics of the person who holds a particular key pair;
- b) identifies the certification authority issuing it;
- c) names or identifies the person to whom it is issued;
- d) contains the public key of the person to whom it is issued; and
- e) is signed by a responsible officer of the certification authority issuing it.

"Certification Authority" means a person who issues a certificate to a person (who may be another certification authority).

"Certification Practice Statement (CPS)" means a statement issued by a certification authority to specify the practices and standards that the certification authority employs in issuing certificates.

"Certificate Revocation List (CRL)". A data structure that enumerates public-key certificates (or other kinds of certificates) that have been invalidated by their issuer prior to the time at which they were scheduled to expire.

"Correspond", in relation to private or public keys, means to belong to the same key pair.

"Digital Signature", in relation to an electronic record, means an electronic signature of the signer generated by the transformation of the electronic record using an asymmetric cryptosystem and a hash function such that a person having the initial untransformed electronic record and the signer's public key can determine:-

- (a) whether the transformation was generated using the private key that corresponds to the signer's public key; and
- (b) whether the initial electronic record has been altered since the transformation was generated.

"Electronic Record" means a record generated in digital form by an information system, which can be

- (a) transmitted within an information system or from one information system to another; and
- (b) stored in an information system or other medium.

"Electronic Signature" means any letters, characters, numbers or other symbols in digital form attached to or logically associated with an electronic record, and executed or adopted for the purpose of authenticating or approving the electronic record.

"Information" includes data, text, images, sound, computer programmes, software and databases.

"Information System" means a system which -

- (a) processes information;
- (b) records information;
- (c) can be used to cause information to be recorded, stored or otherwise processed in other information systems (wherever situated); and
- (d) can be used to retrieve information, whether the information is recorded or stored in the system itself or in other information systems (wherever situated).

"Intermediary" in relation to a particular electronic record, means a person who on behalf of a person, sends, receives or stores that electronic record or provides other incidental services with respect to that electronic record.

"Issue" in relation to a certificate, means the act of a certification authority of creating a certificate and notifying its contents to the person named or identified in that certificate as the person to whom it is issued.

"Key Pair", in an asymmetric crypto system, key pair means a private key and its mathematically related public key, where the public key can verify a digital signature that the private key generates.

"Ordinance" means the Electronic Transactions Ordinance (Cap. 553).

"Originator" in relation to an electronic record, means a person, by whom, or on whose behalf, the electronic record is sent or generated but does not include an intermediary.

"Postmaster General" means the Postmaster General within the meaning of the Post Office Ordinance (Cap.98).

"Private Key" means the key of a key pair used to generate a digital signature.

"Public Key" means the key of a key pair used to verify a digital signature.

"Recognized Certificate" means

- (a) a certificate recognized under Section 22 of Electronic Transactions Ordinance;
- (b) a certificate of a type, class or description of certificate recognized under Section 22 of Electronic Transactions Ordinance; or
- (c) a certificate designated as a recognized certificate issued by the certification authority referred to in Section 34 of Electronic Transactions Ordinance.

"Recognized Certification Authority" means a certification authority recognized under Section 21 or the certification authority referred to in Section 34 of Electronic Transactions Ordinance.

"Record" means information that is inscribed on, stored in or otherwise fixed on a tangible medium or that is stored in an electronic or other medium and is retrievable in a perceivable form.

"Registration Authority" means an organisation that has been appointed by HKPost to act on its behalf in carrying out certain of HKPost functions, and providing certain of HKPost's services.

"Reliance Limit" means the monetary limit specified for reliance on a recognized certificate.

"Repository" means an information system for storing and retrieving certificates and other information relevant to certificates.

"Responsible Officer" in relation to a certification authority, means a person occupying a position of responsibility in relation to the activities of the certification authority relevant to the Ordinance.

"Rule of law" means

- (a) an Ordinance;
- (b) a rule of common law or a rule of equity; or
- (c) customary law.

"Secure Sockets Layer" means an Internet protocol that uses connection-oriented, end-to-end encryption to provide data confidentiality service and data integrity service for application layer traffic between a client (usually a World Wide Web browser) and a server (usually a Web server), and that can optionally provide peer entity authentication between the client and the server. The IETF-standardized version of this is the TLS (Transport Layer Security) protocol, specified by RFC 2246.

"Sign" and **"Signature"** include any symbol executed or adopted, or any methodology or procedure employed or adopted, by a person with the intention of authenticating or approving a record.

"Subscriber" means a person who has signed a Subscriber Agreement and who-

- (a) is named or identified in a certificate as the person to whom the certificate is issued;
- (b) has accepted that certificate; and
- (c) holds a private key which corresponds to a public key listed in that certificate.

"Trustworthy System" means computer hardware, software and procedures that-

- (a) are reasonably secure from intrusion and misuse;
- (b) are at a reasonable level in respect of availability, reliability and ensuring a correct mode of operations for a reasonable period of time;
- (c) are reasonably suitable for performing their intended function; and
- (d) adhere to generally accepted security principles.

"Verify a Digital Signature", in relation to a given digital signature, electronic record and public key, means to determine that-

- (a) the digital signature was generated using the private key corresponding to the public key listed in a certificate; and
- (b) the electronic record has not been altered since its digital signature was generated,

and any reference to a digital signature being verifiable is to be construed accordingly.

For the purpose of the Electronic Transactions Ordinance, a digital signature is taken to be supported by a certificate if the digital signature is verifiable with reference to the public key listed in a certificate the Subscriber of which is the signer.

Bank-Cert (Personal) Certificate Format

Hongkong Post Bank-Cert (XXX-Personal) ¹		
Standard Fields		
Version		X.509 V3
Serial Number		[generated]
Signature Algorithm ID		sha1RSA
Issuer Name		cn=Hongkong Post e-Cert CA, o=Hongkong Post, c=HK
Validity	Not Before	[UTC Time]
	Not After	[UTC Time]
Subject Name		cn=[HKID Name] ² , ea=[email address], ou=[SRN] ³ , o=Hongkong Post Bank-Cert (XXX-Personal) ¹ , c=HK
Subject Public key Info	Algorithm ID	RSA
	Public Key	[generated by Hongkong Post on behalf of the subscriber through the central key generation service] ⁴
Issuer Unique Identifier		Not used
Subject unique identifier		Not used
Standard Extensions⁶		
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA, o=Hongkong Post, c=HK
	Serial Number	[Inherited from issuer]
Basic Constraints	Subject Type	End Entity
	Path Length Constraint	None
Key Usage		Digital Signature, Key Encipherment
Subject Alternative Name	DNSName	[encrypted(HKID No.)] ⁵
	rfc822	[email address]
	1 st directory name' s common name	[RA' s reference information]
Netscape Extensions⁶		
Netscape Cert Type		SSL client, S/MIME
Netscape SSL Server Name		Not used
Netscape Comment		Hongkong Post Bank-Cert. For terms and conditions governing the use of this Bank-Cert, please see the Subscriber Agreement and CPS. The CPS can also be viewed at http://www.hongkongpost.gov.hk .

Bank-Cert Format

Notes:

- ¹ XXX is the name of Registration Authority as specified in **Appendix E**.
- ² Name format: Surname (in capital) + Given name, e.g. CHAN Tai Man David.
- ³ SRN: Subscriber Reference number, 10 decimal digits.
- ⁴ 1024-bit.
- ⁵ The subscriber's HKID number (**hkid_number** - including the check digit) will be stored in the certificate in the form of a hash value of the HKID number (**cert_hkid_hash**) which has been signed by the private key of the subscriber:-

$$\text{cert_hkid_hash} = \text{SHA-1} (\text{RSA}_{\text{privatekey, sha-1}} (\text{hkid_number}))$$

where the *SHA-1* is a hash function and *RSA* is the signing function

For Central Key Generation, hkid_number will be signed during the key generation process at HKPost premises. The signed HKID Number - $\text{RSA}_{\text{privatekey, sha-1}} (\text{hkid_number})$ - will be passed to the Hongkong Post CA system through a secure channel. Upon verification of subscriber data at CA system side, the CA system will create a hash of the signed HKID number - $\text{SHA-1} (\text{RSA}_{\text{privatekey, sha-1}} (\text{hkid_number}))$. The hash value will then be put into the designated extension field (DNSname) of the certificate being generated.

- ⁶ All Standard Extensions and Netscape Extensions are "Non-critical".

CRL Format (X.509 v.2)

Standard Fields	Sub-fields	Field Content	Remarks
Version		V2	This field describes the version of encoded CRL.
Signature		Sha1RSA	This field contains the algorithm identifier for the algorithm used to sign the CRL.
Issuer		CN=Hongkong Post e-Cert CA O=Hongkong Post C=HK	This field identifies the entity who has signed and issued the CRL.
This Update		[UTC Time]	"This Update" indicates the date the CRL was generated.
Next Update		[UTC Time]	"Next Update" contains the date <u>by which</u> the next CRL will be issued, but it will not be issued any later than the indicated date. Notwithstanding this, the CRL is updated and issued on a daily basis as stated in the CPS.
RevokedCertificates	userCertificate	[Certificate Serial Number]	Revoked certificates are listed by their serial numbers.
	revocationDate	[UTC Time]	The date on which the revocation occurred is specified.
	CrlEntryExtensions		
	Reason Code	[Revocation Reason Code]	Reason Code follows each Revoked Certificate standard field. 0= Unspecified 1= Key compromise 2= CA compromise 3= Affiliation changed 4= Superseded 5= Cessation of operation 6= Certificate hold
Standard Extensions			
Authority Key Identifier	Issuer	CN=Hongkong Post Root CA O=Hongkong Post C=HK	This field provides a means of identifying the public key corresponding to the private key used to sign a CRL.
	Serial Number	[Serial number of issuer certificate]	This field indicates the serial number of the issuer certificate.
CRL Number		[generated by CA system]	The CRL Number is generated in sequence for each CRL issued by a CA.

Notes :

1. All Standard Extensions are "Non-Critical".
2. Bank-Cert and eCert certificates are issued under the same issuer (i.e. cn=Hongkong Post eCert CA, o=Hongkong Post, c=HK). Bank-Cert and e-Cert certificates that have been suspended or revoked are published in the same CRL. To access the CRL, see Section 4.4.3(d) of this CPS.

Summary of Bank-Cert Features

Features	Bank-Cert (Personal) Certificate
Recognized Certificate	Yes
Key pair size	1024-bit RSA
Registration Authority	See Appendix E
Key pair generation	By Hongkong Post on behalf of the subscriber through the central key generation service
Certificate holders	Holders of valid HKID card who are 18 or over
Identity authentication	Face-to-face authentication of the subscriber's identity
Usage of certificate	Digital Signature and Encryption
Submission of application	Applicant to submit application at registration authorities
Inclusion of subscriber's HKID hash in the certificate	Yes
Unique Subscriber Reference Number assigned to the certificate	Yes
Inclusion of subscriber's Business Registration/Company Registration Number (if any) in the certificate	N.A.
Inclusion of subscriber's details	Subscriber Name Subscriber Email address
Reliance Limit	HK\$1,000,000

APPENDIX E

List of Bank-Cert Registration Authorities

Name of Registration Authorities / Web Site	Name of Certificate	Certificate Validity	Availability to Minors	Business Hours for Revocation / Revocation Methods	Subscription Fees
Dah Sing Bank, Ltd. / www.dahsing.com	Hongkong Post Bank-Cert (Dah Sing Bank-Personal)	1 year	No	Monday - Friday : 09:00 am - 5:00 pm Saturday : 09:00 am - 12:00 noon Sunday & Public Holidays : Excluded / Revocation request can be submitted by means of lettermail, digitally signed email or in-person.	First-time application : HK\$20 Re-application or renewal : HK\$120
The Hongkong Chinese Bank, Limited / www.hkcb.com.hk	Hongkong Post Bank-Cert (Hongkong Chinese Bank -Personal)	1 year	No	Monday - Friday : 09:00 am - 4:30 pm Saturday : 09:00 am - 12:30 pm Sunday & Public Holidays : Excluded / Revocation request can be submitted by means of fax, lettermail, digitally signed email or in-person.	First time subscriber : HK\$20 Re-application or renewal : HK\$120