



THE CERTIFICATION PRACTICE STATEMENT

OF

THE POSTMASTER GENERAL

As

**A Recognized Certification Authority
under the Electronic Transactions Ordinance**

for

**Hongkong Post e-Cert (Personal)
Hongkong Post e-Cert (Organisational)
Hongkong Post e-Cert (Encipherment)**

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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. A message that is protected using a Public Key can only be decrypted using its corresponding Private Key, and a message that is digitally signed using a Private Key can only be verified using its corresponding Public Key.

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

Under the Ordinance, the Postmaster General is a Recognized Certification Authority (“**CA**”). The Postmaster General performs the functions and provides the services of a CA through the officers of the Hong Kong Post Office and is referred to in this Certification Practice Statement (“**CPS**”) as Hongkong Post or **HKPost**.

Since 1 April 2007, the operations of the HKPost CA have been outsourced with private sector participation. HKPost has awarded a contract (“**Contract**”) to Certizen Limited for operating and maintaining the systems and services of the HKPost CA for the period from 1 July 2023 to 30 June 2026, and an extended period up to 30 June 2027 (date inclusive). So references to all acts to be performed by HKPost shall include all such acts to be performed by Certizen Limited on behalf of HKPost.

Under the Contract, Certizen Limited may, after obtaining the prior written consent of HKPost, appoint subcontractor(s) for the performance of part of the Contract. A list of such subcontractor(s), if any, is set out in **Appendix F**. Certizen Limited, together with its subcontractor(s), if any, is hereafter referred to as the “**Contractor**” for the purposes of this CPS.

HKPost remains a Recognized CA under Section 34 of the Ordinance, and the Contractor acts as an agent of HKPost appointed pursuant to Section 3.2 of the *Code of Practice for Recognized Certification Authorities* issued by the Commissioner for Digital Policy under Section 33 of the Ordinance.

HKPost, as a Recognized CA, is responsible under the Ordinance for the use of a Trustworthy System for the issuance, revocation or suspension and publication in a publicly available Repository of recognized and accepted digital certificates for secure on-line identification. The certificates issued under this CPS (i.e. e-Cert (Personal), e-Cert (Organisational), and e-Cert (Encipherment)) are Recognized Certificates under the Ordinance and are referred to as “certificates” or “e-Certs” in this CPS.

This CPS sets out the practices and standards applicable to e-Cert issued by HKPost. Certificates governed by this CPS are issued solely for client authentication functions purposes.

This CPS is separate from, and does not replace, the HKPost Certification Practice Statement governing e-Cert (Personal), e-Cert (Organisational), and e-Cert (Encipherment) in relation to S/MIME functions.

Under the Ordinance, HKPost may do anything expedient for the performance of the functions and provision of the services of a CA. In accordance with the Code of Practice for Recognized Certification Authorities, HKPost may appoint agents or subcontractors to carry out some or all of its operations.

It is expedient for HKPost to appoint Registration Authorities (**RAs**) as its agents to carry out certain functions of HKPost as a Recognized CA as set out in this CPS. A list of Registration Authorities, if any, is provided in **Appendix E**.

Save in the case of any negligence or fraud or acting outside the permitted scope of authority or other similar circumstances, HKPost is responsible for the conduct and activities of the RAs in carrying out the functions or

providing the services of HKPost as its agents as a Recognized CA in respect of the issuing and revocation of e-Certs.

This CPS sets out practices and standards for e-Certs.

This CPS conforms to RFC3647 Internet X.509 Public Key Infrastructure: Certificate Policy and Certification Practices Framework.

1. INTRODUCTION

1.1 Overview

This Certification Practice Statement ("CPS"), being a combined Certificate Policy ("CP") and Certification Practice Statement document, is published for public knowledge by HKPost and specifies the practices and standards that HKPost employs in issuing, revoking, suspending, and publishing e-Cert.

HKPost shall maintain this CPS in compliance with the Electronic Transactions Ordinance (Cap. 553) and relevant regulations of the Code of Practice for Recognized Certification Authorities ("Code of Practice") of Hong Kong and the relevant regulations of Certificate Policy for Mutual Recognition of Electronic Signature Certificates issued by Hong Kong and Guangdong ("Mutual Recognition Certificate Policy" or "MRCP") under the Arrangement for Mutual Recognition of Electronic Signature Certificates issued by Hong Kong and Guangdong ("Mutual Recognition Arrangement").

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 e-Cert issued under this CPS and describes the operational, procedural, and security requirements of HKPost.

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 making use of a HKPost issued certificate must make an independent determination that PKI based digital signatures are appropriate and sufficiently trusted for its particular application.

Under the Ordinance HKPost is a Recognized CA. **HKPost has designated the e-Cert (Personal), e-Cert (Organisational) and e-Cert (Encipherment) issued under this CPS as Recognized Certificates. In particular, the e-Cert (Personal) and e-Cert (Organisational) may incorporate an optional MR feature in compliance with the MRCP, and both of the e-Certs with MR Status are deemed as Recognized Certificates under the Ordinance.** 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, revocation or suspension, and publication in a publicly available Repository of accepted Recognized Certificates.

This CPS meets the format requirements of RFC 3647. While certain section titles are included in this CPS according to the structure of RFC 3647, the topic may not necessarily apply to services of HKPost. These sections state 'No stipulation'. Additional information is presented in subsections of the standard structure where necessary. Meeting the format requirements of RFC 3647 enhances and facilitates the mapping and interoperability with other third party CAs and provides Relying Parties with advance notice of HKPost's practices and procedures.

A summary of the features of the e-Cert issued under this CPS is set out in **Appendix D**.

1.2 Document Name and Identification

This document is HKPost CA Certification Practice Statement ("CPS") for e-Cert issued under this CPS.

The Internet Assigned Numbers Authority ("IANA") has assigned the Private Enterprise Number 16030 to HKPost. For identification purpose, this CPS bears an Object Identifier ("OID") "1.3.6.1.4.1.16030.1.1.57" (see description of the field "Certificate Policies" in **Appendix B**). Furthermore, as assigned by the Digital Policy Office ("DPO"), the OID "2.16.344.8.2.2008.810.2.2018.1.1" of the MRCP in company with the OID of this CPS will be specified in the "Certificate Policies" of the e-Cert (Personal) with Mutual Recognition ("MR") Status and the e-Cert (Organisational) with MR Status.

1.3 PKI Participants

1.3.1 Certification Authorities

Under this CPS, HKPost performs the functions and assumes the obligations of a CA. HKPost is the only CA authorised to issue e-Cert under this CPS.

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, revoking, suspending and publishing certificates in conformity with the Ordinance and this CPS, and places a monetary limit in respect of such liability as it may have as set out below and in the certificates issued.

HKPost, as a Recognized CA, is responsible under the Ordinance for the use of a Trustworthy System for the issuance, revocation, suspension and publication in a publicly available Repository of Recognized Certificates that have been accepted by the Subscriber. In accordance with this CPS, HKPost (or through its appointed sub-contractor) has the obligation to:

- a) issue and publish certificates in a timely manner (see Section 2.3);
- b) notify Applicants of the approval or rejection of their applications (see Sections 4.1 to 4.4);
- c) suspend or revoke certificates and publish Certificate Revocation Lists in a timely manner (see Section 4.9); and
- d) notify Subscribers of the suspension or revocation of their certificates (see Section 4.9.5).

1.3.2 Registration Authorities

Registration Authorities (RAs) are responsible to HKPost under the terms of the agreement (the "RA Agreement") under which they are appointed by HKPost as its agents to carry out on HKPost's behalf certain of HKPost's obligations as detailed in this CPS. RAs, on behalf of HKPost, collect and keep documents and information supplied under the terms of the CPS and Subscriber Agreements. Save in the case of negligence, acting out of scope of authorisation, fraud, criminal acts or other similar factors, HKPost is and remains responsible for the activities of its Registration Authorities in the performance or purported performance by them of the functions, power, rights and duties of HKPost.

RAs carry out on HKPost's behalf 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).

Refer to **Appendix E** - List of Registration Authorities for the Hongkong Post e-Cert, if any.

1.3.3 Subscribers

Under this CPS, a Subscriber is the "Subscriber" or "Subscriber Organisation" referred to in Appendix A.

1.3.3.1 Classes of Subscribers

HKPost issues certificates under this CPS only to Applicants whose application for a certificate has been approved by HKPost and who have signed or confirmed their acceptance of a Subscriber Agreement in the appropriate form. Three classes of e-Cert are issued under this CPS.

1.3.3.1.1 e-Cert (Personal)

An e-Cert (Personal) is issued under this CPS and the Subscriber Agreement to individuals who have a HKID Card. These certificates may be used as a proof of identity to a server or online platform for login purposes or for submission of application or filing, or submission of tender via the Government electronic procurement systems. With appropriate third-party software, it may also be used to digitally sign an electronic document. In addition, for an e-Cert (Personal) with MR Status certificate, the digital signature created by it is designed to be trusted by the document signing software of Adobe and is within the applicable scope under the Mutual Recognition Arrangement as well. The certificate with MR Status shall have a legal status within Guangdong Province equal to that of the certificates issued by Guangdong's recognised CAs within the applicable scope of the Electronic Signature Law of the People's Republic of China. Reference should be made to https://www.digitalpolicy.gov.hk/en/our_work/digital_infrastructure/mainland/cepa/mr_ecert/

An e-Cert (Personal) certificate may be issued to persons aged under 18 who have a HKID Card (**see also Section 3.1.1.2**). An e-Cert (Personal) with MR Status certificate shall only be issued to persons aged 18 or above.

1.3.3.1.2 e-Cert (Organisational)

An e-Cert (Organisational) is issued to:

- (i) Bureaux and Departments of the Government of Hong Kong SAR,
- (ii) Organisations that hold a valid business registration certificate issued by the Government of the Hong Kong SAR or a valid certification letter issued by the Inland Revenue Department of the Government of the Hong Kong SAR to the Reporting Financial Institution / Reporting Entity / Part 4AA Entity as referred in the Inland Revenue Ordinance (Cap. 112), and
- (iii) statutory bodies of Hong Kong whose existence is recognised by the laws of Hong Kong SAR (each of them a “Subscriber Organisation”);

and identifies a member or employee whom that Subscriber Organisation has duly authorised to use the Private Key of that e-Cert (Organisational) (the “Authorised User”).

These certificates may be used as a proof of identity to a server or online platform for login purposes or for submission of application submission or filing, or submission of tender via the Government electronic procurement system. With appropriate third party software, it may also be used to digitally sign an electronic document. In addition, for an e-Cert (Organisational) with MR Status certificate, the digital signature created by it is designed to be trusted by the document signing software of Adobe and is within the applicable scope under the Mutual Recognition Arrangement as well. An e-Cert (Organisational) with MR Status certificate shall not be issued to persons aged below 18.

SUBSCRIBER ORGANISATIONS UNDERTAKE TO HKPOST NOT TO GIVE AUTHORITY TO THE AUTHORISED USER OF THE E-CERT (ORGANISATIONAL) TO USE THE CERTIFICATE FOR ANY PURPOSE OTHER THAN **AS SPECIFIED ABOVE**.

For e-Cert (Organisational), applicants can apply for e-Cert (Organisational) with Automatic Exchange of Information (AEOI) functions. It is a e-Cert (Organisational) with a specific code “IRD_AEOI” defined in the certificate. AEOI Portal is a system designated for Financial Institutions to submit notifications and Financial Account Information Return to the Inland Revenue Department. e-Cert (Organisational) with AEOI functions is used by Financial institution / reporting entity / Part 4AA Entity and only the e-Cert (Organisational) with AEOI functions is allowed to access AEOI Accounts under the AEOI Portal of the Inland Revenue Department, which is the particular application mentioned in Appendix H

SUBSCRIBER ORGANISATIONS, BEING A REPORTING FINANCIAL INSTITUTION / REPORTING ENTITY / PART 4AA ENTITY AS REFERRED IN THE INLAND REVENUE ORDINANCE (CAP. 112) THAT HOLD A VALID CERTIFICATION LETTER ISSUED BY THE INLAND REVENUE DEPARTMENT OF THE GOVERNMENT OF HONG KONG SAR, UNDERTAKE TO HKPOST NOT TO GIVE AUTHORITY TO THE AUTHORISED USER OF THE E-CERT (ORGANISATIONAL) TO USE THE CERTIFICATE FOR ANY PURPOSE OTHER THAN AS SPECIFIED ABOVE, OR GENERATE A DIGITAL SIGNATURE WITHIN THE PARTICULAR APPLICATION REFERRED TO IN APPENDIX H.

1.3.3.1.3 e-Cert (Encipherment) Certificates

An e-Cert (Encipherment) certificate is issued to:

- (i) Bureaux and Departments of the Government of Hong Kong SAR,
- (ii) Organisations that hold a valid business registration certificate issued by the Government of Hong Kong SAR, and
- (iii) statutory bodies of Hong Kong SAR whose existence is recognized by the laws of Hong Kong SAR (each of them a “Subscriber Organisation”).

Such a certificate is designed for use by a unit of the Subscriber Organisation which that Subscriber Organisation has duly authorised to use the Private Key of that e-Cert (Encipherment) (the “Authorised Unit”).

These certificates may be used to conduct secure server to server communication. It does not have the technical specifications and the legal compliance framework required to execute a digital signature on a document.

SUBSCRIBER ORGANISATIONS UNDERTAKE TO HKPOST NOT TO GIVE AUTHORITY TO THE AUTHORISED UNIT OF THE E-CERT (ENCIPHERMENT) TO USE THE CERTIFICATE FOR ANY PURPOSE OTHER THAN **AS SPECIFIED ABOVE**.

1.3.4 Relying Parties

Relying Parties are entities that rely on any class or category of certificate issued by HKPost, including, but not limited to e-Cert for verifying digital signatures.

1.3.5 Other participants

HKPost may subcontract its obligations for performing some or all of the functions required by this CPS and the Subscriber Agreement 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, save in the case of negligence, acting out of scope of authorisation, fraud, criminal acts or other similar factors, HKPost shall remain liable for the performance of the CPS and the Subscriber Agreement as if such sub-contracting had not occurred.

As mentioned above, Certizen Limited and its sub-contractors (collectively known as the Contractor) are indeed one of the subcontractors appointed by HKPost.

The Contractor is responsible only to HKPost under the terms of the Contract between HKPost and the Contractor under which the Contractor has been appointed by HKPost as its agent to set up, modify, provide, supply, deliver, operate, administer, promote and maintain the HKPost CA systems and services as stipulated in this CPS. Save in the case of negligence, acting out of scope of authorisation, fraud, criminal acts or other similar factors, HKPost is and remains responsible for the activities of the Contractor in the performance or purported performance by the Contractor of the functions, power, rights and duties of HKPost.

Refer to **Appendix F** - List of Subcontractor(s) of Certizen Limited for Hongkong Post e-Cert Services, if any.

1.4 Certificate Usage

1.4.1 Appropriate Certificate Uses

HKPost issues e-Cert under this CPS only to Applicants whose application for a certificate has been approved by HKPost and who have signed or confirmed their acceptance of a Subscriber Agreement in the appropriate form.

e-Cert issued under this CPS are intended solely for the purposes mentioned in Section 1.3.3.1.

1.4.2 Prohibited Certificate Uses

e-Cert issued under this CPS shall not be used for secure electronic mail communications.

1.5 Policy Administration

1.5.1 Organisation Administering the Document

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

1.5.2 Contact Person

Subscribers may send their enquiries, suggestions or complaints by:

Mail to : Hongkong Post Certification Authority, Kowloon East Post Office Box 68777
Tel: 2921 6633
Fax: 2775 9130
Email: enquiry@eCert.gov.hk

HKPost shall handle all written and verbal complaints expeditiously. Upon receipt of the complaint, a full reply will be given to the complainant within 10 days. In the cases where full replies cannot be issued within 10 days, interim replies will be issued. As soon as practicable, designated staff of HKPost shall contact the complainants by phone, email or letter mail to acknowledge and reply to the complaints.

1.5.3 Person Determining CPS Suitability for the Policy

HKPost shall maintain this CPS in compliance with the Electronic Transactions Ordinance (Cap. 553) and relevant regulations of the Code of Practice for Recognized Certification Authorities ("Code of Practice") of Hong Kong.

1.5.4 CPS Approval Procedures

All changes to this CPS must be approved and published by HKPost. HKPost has the right to vary this CPS without notice (see Section 9.12).

1.6 Definitions and Acronyms

Definitions and acronyms used in this CPS are provided in **Appendix A**.

2. PUBLICATION AND REPOSITORY RESPONSIBILITIES

2.1 Repositories

Under the Ordinance, HKPost maintains a publicly accessible Repository that contains information relevant to e-Cert issued under this CPS. The Repository includes accepted certificates, Certificate Revocation Lists (CRLs), the HKPost Public Key, a copy of this CPS, and other information related to e-Cert which reference this CPS, such as e-Cert application forms and the “Subscribers Terms and Conditions” enclosed in the application forms. HKPost shall as soon as possible publish and update the Repository regarding the relevant disclosed documents and disclosure records of the previously published documents and their amendments.

The Information, including any personal data, contained in the Repository is published under the Ordinance and for the purpose of facilitating the conduct of lawful electronic communications.

2.2 Publication of Certification Information

The HKPost Repository can be accessed at URLs as follows:

<http://www.eCert.gov.hk>
<ldap://ldap1.eCert.gov.hk>

or alternatively

<http://www.hongkongpost.gov.hk>
<ldap://ldap1.hongkongpost.gov.hk>

2.2.1 Trust List of Mutual Recognition Certificates

HKPost has designated the e-Cert (Personal) with MR Status and the e-Cert (Organisational) with MR Status to participate in the mutual recognition scheme under the Mutual Recognition Arrangement. For the specific certificate types with mutual recognition status and the identity verification means of these certificate types, please refer to the official trust list published by the Economic and Information Commission of Guangdong Province to confirm whether the certificate types have valid mutual recognition status and their validity period. A copy of the entries is also maintained in the trust list of the DPO for reference.

2.3 Time or Frequency of Publication

The Repository is available on a substantially 24 hours per day, 7 days per week basis, subject to scheduled maintenance of an average of 2 hours per week and any emergency maintenance. The Repository is updated promptly after each certificate is accepted by and issued to the Subscriber and any other applicable events such as update of certificate revocation list.

On top of other changes from time to time, HKPost reviews and updates this CPS at least every 365 days and makes appropriate changes so that HKPost operation remains accurate, transparent and complies with external requirements listed in the “PREAMBLE” section of this document. New or modified versions of this CPS is typically published within seven (7) days after its approval.

2.4 Access Controls on Repositories

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

Only persons authorised by HKPost have access to the Repository to update and modify the contents. In operating and maintaining the Repository, HKPost shall not carry out any activities that may create unreasonable risk to persons relying on the Repository (including the certificates and other information).

3. IDENTIFICATION AND AUTHENTICATION

This section describes the identification and authentication requirements applicable to Applicants and Subscribers of certificates issued under this CPS.

3.1 Naming

e-Cert issued under this CPS identify Subscribers using Subject Names constructed in accordance with the naming rules and certificate profiles specified in **Appendix B**.

3.1.1 Types of Names

3.1.1.1 e-Cert (Personal)

The Subscriber for an e-Cert (Personal) is identified in the certificate with a Subject Name (referred to in **Appendix B**) consisting of:

The Subscriber's name as it appears on the Subscriber's HKID Card. The Subscriber's HKID Card number will be stored in the certificate as a hash value (see **Appendix B**).

3.1.1.2 e-Cert (Personal) issued to Subscribers who are under 18

The Subscriber for an e-Cert (Personal) without MR Status is identified in the certificate with a Subject Name (referred to in **Appendix B**) consisting of:

- a) A Subject Name specified in Section 3.1.1.1; and
- b) The wording "e-Cert (Personal/Minor)" (see **Appendix B**) to indicate that the Subscriber is under 18 at the time the certificate is issued.

3.1.1.3 e-Cert (Organisational)

The Subscriber Organisation for an e-Cert (Organisational) is identified in the certificate with a Subject Name (referred to in **Appendix B**) consisting of:

- a) The Authorised User's name as it appears on the Authorised User's HKID Card/passport;
- b) The Subscriber Organisation's name as it is registered with the appropriate Hong Kong registration agency or a Bureau/Department of the Government of the Hong Kong SAR or as a statutory body whose existence is recognized by the laws of Hong Kong SAR, or the official name of that Bureau or Department where the Subscriber Organisation is a Bureau or Department of the Government of Hong Kong SAR; and
- c) The Subscriber Organisation's Hong Kong Company/Business Registration Number, or the Subscriber Organisation's IRD Reference Number, where the Subscriber Organisation is not a Bureau or Department of the Government of Hong Kong SAR or as a statutory body whose existence is recognized by the laws of Hong Kong SAR.

3.1.1.4 e-Cert (Encipherment)

The Subscriber Organisation for an e-Cert (Encipherment) is identified in the certificate with a Subject Name (referred to in **Appendix B**) consisting of:

- a) The Subscriber Organisation's name as it is registered with the appropriate Hong Kong registration agency or a Bureau/Department of the Government of the Hong Kong SAR or as a statutory body whose existence is recognized by the laws of Hong Kong SAR, or the official name of that Bureau or Department where the Subscriber Organisation is a Bureau or Department of the Government of Hong Kong SAR.
- b) The Subscriber Organisation's Hong Kong Company/Business Registration Number where the Subscriber Organisation is not a Bureau or Department of the Government of Hong Kong SAR or a statutory body whose existence is recognized by the laws of Hong Kong SAR; and
- c) The name of Authorised Unit of the Subscriber Organisation.

3.1.1.5 The Authorised Representative

Although the Authorised Representative of the Subscriber Organisation is responsible for administering on behalf of the Subscriber Organisation the application for an e-Cert (Organisational) certificate, or e-Cert (Encipherment) certificate, that person will not be identified in the e-Cert.

3.1.1.6 Organisation Names in Chinese Language

e-Cert (Personal) and e-Cert (Encipherment) are issued in English language only. For Organisations who subscribe to e-Cert (Encipherment) and are companies with company names in the Chinese language only or who have provided their company's Chinese name only, their company names will not be displayed on the e-Cert.

e-Cert (Organisational) are issued in English language but will contain also the organisation name and branch name in Chinese language, when the Organisation has provided the respective Chinese names in the application form. For Organisations who subscribe to e-Cert (Organisational) and are companies with company names in the Chinese language only, a default name "***CHINESE NAME ONLY***" will be set for the company's English name.

3.1.2 Need for Names to be Meaningful

All Subject Names included in e-Cert issued under this CPS must be meaningful and use commonly understood semantics to enable determination of the identity of the Subscriber.

3.1.3 Anonymity or Pseudonymity of Subscribers

HKPost does not issue anonymous or pseudonymous certificates under this CPS.

3.1.4 Rules for Interpreting Names

The types of names of the Subscriber (Subject Name) to be included in the e-Cert are described in Section 3.1.1. **Appendix B** should be referred to for interpretation of the Subject Name of the e-Cert.

3.1.5 Uniqueness of Names

The Subject Name (referred to in **Appendix B**) shall be unambiguous and unique to a Subscriber. However, this CPS does not require that a specific component or element of a name be unique or unambiguous by itself.

3.1.6 Recognition, Authentication, and Role of Trademarks

Applicants and Subscribers warrant (promise) to HKPost and represent to Relying Parties that the Information supplied by them in the e-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.

The decisions of HKPost in matters concerning any disputes concerning the ownership of trademarks, service marks, domain name, trade name, company name, or any other intellectual property rights are discretionary and final.

3.2 Initial Identity Validation

HKPost performs identity and authority verification of Applicants prior to the issuance of any e-Cert, in accordance with this CPS

e-Cert (Personal)

Applicants for e-Cert (Personal) must complete and submit an application on a form agreed by HKPost at a designated HKPost premises or premises of other organisations designated by HKPost.

The Applicant is required to complete identity verification process as stated in section 3.2.3. Upon satisfactory completion of the identity verification process, an e-Cert PIN envelope will be delivered to the Applicant.

e-Cert (Organisational) and E-Cert (Encipherment)

Confirmation of the identity of an Organisational Applicant of e-Cert (Organisational) and e-Cert (Encipherment) will be accomplished through one of the following processes:

- a) The Applicant's Authorised Representative shall physically attend a designated HKPost premises, or premises of other organisations designated by HKPost, and submit a completed and signed e-Cert application form and the Subscriber Agreement and present the Authorised Representative's HKID Card or passport for identity verification. Personnel at the aforementioned premises will review and certify the application package face-to-face and forward the application to HKPost CA Centre for processing.
- b) At the sole discretion of HKPost, it may be permitted for submission of the application accompanied by a copy of the Authorised Representative's own HKID Card or passport with the Authorised Representative's signature or with the Authorised Representative's valid Digital Signature supported by his/her valid e-Cert (Organisational) certificate, in lieu of the Authorised Representative's personal attendance, provided that (i)

the Authorised Representative's identity has been authenticated in a past application of the Subscriber Organisation, and the Authorised Representative has appeared at the designated HKPost premises, or premises of other organisations designated by HKPost for identity verification in that application; and (ii) reasonable justification is available for re-affirming the identity of the Authorised Representative, such as confirmation with the Authorised Representative through telephone call or checking the Authorised Representative's signature against that on past application records.

- c) In case of doubt, HKPost may decline the application.

3.2.1 Method to Prove Possession of Private Key

HKPost carry out the central key generation service on behalf of the Subscriber. HKPost shall generate the certificate 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 an e-Cert Storage Medium and delivered to the Applicant in a secure manner stipulated in sections 4.1, 4.2 and 4.3 below.

3.2.2 Authentication of Organisation Identity

For e-Cert (Organisational) and e-Cert (Encipherment), HKPost authenticates the identity and existence of the Subscriber Organisation using documentary evidence and verification of the Authorised Representative, as specified in this CPS.

Each application for e-Cert (Organisational) must be accompanied by the following documentation:

- a) An authorisation letter, bearing the "For and on behalf of" chop (if applicable) and the authorised signature(s) of the organisation giving authority to the Authorised Representative to make the application and identify the Authorised Users to be identified in the e-Cert (Organisational);
- b) Photocopies of the HKID Card or passports of all Authorised Users to be so identified. If Authorised Users are not Hong Kong resident, photocopies of valid travel documents of Authorised Users are accepted;
- c) Documentation issued by the appropriate Hong Kong registration agency attesting to the existence of the organisation. The validity of the documentation should not expire within one month by the time the application is submitted;

Each application for e-Cert (Encipherment) must be accompanied by the following documentation:

- a) An authorisation letter, bearing the "For and on behalf of" chop (if applicable) and the authorised signature(s) of the Organisation giving authority to the Authorised Representative to make the application; and
- b) Documentation issued by the appropriate Hong Kong registration agency attesting the existence of the Organisation. The validity of the documentation should not expire within one month by the time the application is submitted;

Applications from Bureaux or Departments of the Government of Hong Kong SAR must be accompanied by a memo, a letter or a relevant application form (impressed with the relevant Bureau or Department chop, if applicable) appointing the Authorised Representative to sign on behalf of the Bureau or Department, any documents relating to the application, revocation and renewal of HKPost e-Cert. The memo, letter or relevant application form must be signed by a Departmental Secretary or officer at equivalent level or above.

For Subscriber Organisations to whom an e-Cert (Organisational) or e-Cert (Encipherment) with more than one year of validity period is issued, HKPost shall verify again the existence of the Subscriber Organisation, approximately at the end of each anniversary date of the e-Cert during the validity period. HKPost may suspend or revoke the certificates issued to that Subscriber Organisation in accordance with the provisions set out in Section 4.9 (Certificate Revocation and Suspension) of this CPS if the Subscriber Organisation's existence cannot be attested.

3.2.3 Authentication of Individual Identity

Confirmation of the identity of each Applicant of e-Cert (Personal) will be accomplished through one of the following processes:

- a) Each Applicant for a certificate shall physically attend a designated HKPost premises, or premises of other organisations designated by HKPost, and submit a completed and signed e-Cert application form and the Subscriber Agreement and the Applicant's HKID Card. Personnel at the aforementioned premises will review and certify the application package face-to-face, and forward the application to HKPost CA Centre for processing.

- b) Each Applicant for a certificate shall present his valid Digital Signature supported by a valid e-Cert (Personal). Applicants without a valid e-Cert (Personal) should follow the process at (a) above for identity confirmation.
- c) In case of doubt, HKPost may decline the application.

3.2.4 Non-Verified Subscriber Information

HKPost verifies the subject information included in an e-Cert in accordance with this CPS. Subscriber information that has not been verified in accordance with this CPS SHALL NOT be included in the e-Cert.

3.2.5 Validation of Authority and Mailbox Control

No stipulation.

3.2.6 Criteria for Interoperation

In all instances in relation to the e-Cert issued under this CPS, HKPost reserves the right to define and determine suitable grounds for cross-certification, or other forms of interoperation, with another CA.

3.3 Identification and Authentication for Re-Key Requests

HKPost supports re-key of an existing certificate prior to the expiry of the certificate for two purposes, i.e.

- i) Replacement of a certificate, which is when some (or none) of the subject details have been changed after the application and the Subscriber may (or may not) wish to change the key associated with the new certificate;
- ii) Renewal of a certificate, which is when the Subscriber wishes to extend the lifetime of an existing certificate and may also change the key associated with the certificate.

In both cases, a re-verification of identification and authentication as stipulated in Section 4.2.1 is required.

3.3.1 Identification and Authentication for Routine Re-Key

HKPost does not support routine re-key of certificate for replacement on request. Certificate re-key will ordinarily take place as part of a certificate renewal process, or on HKPost's discretionary as part of a certificate replacement process.

3.3.2 Identification and Authentication for Re-Key After Revocation

HKPost shall not permit re-key of expired or revoked certificates.

A Subscriber, or the Authorised Representative of a Subscriber Organisation must undergo the initial registration process as described in Section 3.2.

3.4 Identification and Authentication for Revocation Requests

After receiving the revocation request from subscriber or through the RA to which the request for revocation was first submitted, HKPost shall validate the request and verify the justifications for revocation. The certificate will be revoked, which terminates the validity of the certificate permanently, upon receipt of the final confirmation of revocation from the Subscriber or through the RA to which the request for revocation was first submitted. Such final confirmation of revocation can be (1) an action on a confirmation web page by the Subscriber, after having its identity authenticated in the designated web page on the HKPost website where the request was submitted, (2) an email digitally signed by the Subscriber's Private Key, (3) an original letter signed by the Subscriber or (4) a Request for Certificate Revocation Form signed by the Subscriber.

4. CERTIFICATE LIFE-CYCLE OPERATIONAL REQUIREMENTS

4.1 Certificate Application

All first applications and applications of a new e-Cert following the revocation or expiration of an e-Cert will require the applicants to submit their applications as described in Sections 3 and 4 of this CPS.

4.1.1 Who Can Submit a Certificate Application

Applications for e-Cert may be submitted by eligible Applicants in accordance with the requirements of this CPS. For e-Cert (Organisational) and e-Cert (Encipherment), applications are submitted by the Authorised Representative on behalf of the Subscriber Organisation.

4.1.2 Enrolment Process and Responsibilities

Applicants for e-Cert issued under this CPS must complete the enrolment process, which includes:

- a) Complete and submit an application form at a designated HKPost premises or premises of other organisations designated by HKPost,
- b) Provide required supporting documents as stated in the application form during the enrolment process,
- c) Pay any applicable subscription fees,
- d) Accept that HKPost uses central key generation on behalf of the Applicant, for the purpose of generating the Private Key and corresponding public key.

By submitting an e-Cert application form, the Applicant authorises the publication of the e-Cert to any other person or in the HKPost Repository and thus accepts the e-Cert to be issued to the Applicant.

4.2 Certificate Application Processing

4.2.1 Performing Identification and Authentication Functions

The documentation required for proving the identity of the Subscriber Organisation and Authorised Representative(s) is stipulated in Sections 3.2.2 and 3.2.3 of this CPS. The e-Cert PIN envelopes will be passed to the Authorised Representative in person by hand at the juncture of submission of the application at a designated HKPost premises, or delivered to the Authorised Representative in a secure manner such as by registered mail upon satisfactory completion of the identity verification process.

e-Cert (Personal)

- **Certificate Application**

- a) Applicants for e-Cert (Personal) under this CPS must complete and submit an application on a form agreed by HKPost at a designated HKPost premises or premises of other organisations designated by HKPost.
- b) For an e-Cert (Personal) without MR Status, the Applicant, at the time of application, must accept e-Cert File USB as the e-Cert Storage Medium for issuance of the e-Cert and the Private Key.
- c) For an e-Cert (Personal) with MR Status, the Applicant, at the time of application, can only choose the designated PKCS#11 compatible e-Cert Storage Medium for issuance of the e-Cert and the Private Key.
- d) For an e-Cert (Personal) without MR Status, the Applicant may, at the time of submitting an application form, request an additional copy of the certificate and the Private Key to be stored in Alternative Storage Medium that is provided by the Applicant. If HKPost considers the request acceptable, HKPost shall store the additional copy of the certificate and the Private Key in each of the Alternative Storage Medium. In such case, the process described in (b) is also applicable to the additional copy of the certificate and the Private Key. In particular, the additional copy of the certificate and the Private Key will be protected by a PIN and delivered to the Applicant in a secure manner.
- e) HKPost has implemented internal procedures and controls over the preparation, activation, usage, distribution and termination of any key storage media. The procedures and controls are regularly reviewed by independent third party.
- f) By submitting an e-Cert application form, the Applicant authorises the publication of the e-Cert to any other person or in the HKPost Repository and accepts the e-Cert to be issued to the Applicant.

- **Identity Verification**

The Applicant is required to complete identity verification process as stated in section 3.2.3. Upon satisfactory completion of the identity verification process, an e-Cert PIN envelope will be delivered to the Applicant.

- **Validation of mailbox authorization**
No stipulation.

Verification on Certificate Information

Applicants can either verify the information on the certificate by browsing the certificate file or through HKPost CA Repository. Applicants should notify HKPost immediately of any incorrect information of the certificate.

e-Cert (Organisational)

- **Certificate Application**
 - a) Applicants for e-Cert (Organisational) must complete and submit an application form, including supplementary application forms as required by the HKPost, along with the other documentation referred to in the application forms and appropriate subscription fee at a designated HKPost premises or premises of other organisations designated by HKPost.
 - b) For an e-Cert (Organisational) without MR Status, the Applicant, at the time of application, must accept e-Cert File USB as the e-Cert Storage Medium for issuance of the e-Cert and the Private Key.
 - c) The Applicant may also, at the time of submitting an application form, request an additional copy of the e-Cert and the Private Key to be stored in Alternative Storage Medium that is provided by the Applicant. If HKPost considers the request acceptable, HKPost shall store the additional copy of the e-Cert and the Private Key in each of the Alternative Storage Medium. In such case, the process described in (b) is also applicable to the additional copy of the e-Cert and the Private Key. In particular, the additional copy of the e-Cert and the Private Key will be protected by e-Cert PIN and delivered to the Applicant in a secure manner.

However, for an e-Cert (Organisational) with MR Status, the Applicant, at the time of application, can only choose the designated PKCS#11 compatible e-Cert Storage Medium for issuance of the e-Cert and the Private Key.

- d) HKPost has implemented internal procedures and controls over the preparation, activation, usage, distribution and termination of any key storage media. The procedures and controls are regularly reviewed by independent third party.
- e) By submitting an e-Cert application form, the Applicant authorises the publication of the e-Cert to any other person or in the HKPost Repository and thus accepts the e-Cert to be issued to the Applicant.

- **Identity Verification**

The documentation required for proving the identity of the Subscriber Organisation, Authorised Representative(s) and Authorised Users is stipulated in Section 3.2.2 and 3.2.3 of this CPS. The e-Cert PIN envelopes will be passed to the Authorised Representative in person by hand at the juncture of submission of the application at a designated HKPost premises, or delivered to the Authorised Representative in a secure manner such as by registered mail upon satisfactory completion of the identity verification process.

- **Validation of mailbox authorization**
No stipulation.

e-Cert (Encipherment)

- **Certificate Application**
 - a) Applicants for e-Cert (Encipherment) must complete and submit an application at a designated HKPost premises or premises of other organisations designated by HKPost.
 - b) In the application, the Applicant must accept e-Cert File USB as the e-Cert Storage Medium for issuance of the e-Cert and the Private Key.

- c) The Applicant may, at the time of submitting an application form, request an additional copy of the certificate and the Private Key to be stored in Alternative Storage Medium that is provided by the Applicant. If HKPost considers the request acceptable, HKPost shall store the additional copy of the e-Cert and the Private Key in each of the Alternative Storage Medium. In such case, the process described in (b) is also applicable to the additional copy of the e-Cert and the Private Key. In particular, the additional copy of the e-Cert and the Private Key will be protected by e-Cert PIN and delivered to the Applicant in a secure manner.
- d) By submitting an e-Cert application form, the Applicant authorises the publication of the e-Cert to any other person or in the HKPost Repository and thus accepts the e-Cert to be issued to the Applicant.

- **Identity Verification**

The documentation required for proving the identity of the Subscriber Organisation and Authorised Representative(s) is stipulated in Section 3.2.2 and 3.2.3 of this CPS. The e-Cert PIN envelopes will be passed to the Authorised Representative in person by hand at the juncture of submission of the application at a designated HKPost premises, or delivered to the Authorised Representative in a secure manner such as by registered mail upon satisfactory completion of the identity verification process.

- **Validation of mailbox authorization**

No stipulation.

- **Publication of e-Cert**

Under the Ordinance, HKPost shall publish promptly the accepted and issued e-Cert in the Repository (see Section 2). Applicants can either verify the information on the certificate by browsing the certificate file or through HKPost CA Repository. Applicants should notify HKPost immediately of any incorrect information of the certificate.

4.2.2 Approval or Rejection of Certificate Applications

Following the identity verification process, HKPost has the obligation to notify Applicants of the approval or rejection of their applications. Applicants whose applications have been rejected may subsequently reapply. HKPost reserves right of refusal in its absolute discretion without incurring any liability or responsibility for any loss or expenses arising as a result of such refusal.

4.2.3 Time to Process Certificate Applications

HKPost shall make reasonable effort to finish the certificate application during a reasonable period of time. In circumstances where the application materials submitted by the Applicant are complete and have fulfilled all the application requirements, HKPost will use its reasonable endeavour to finish the certificate application within the following time periods:

Types of certificates	Time periods for finishing the application
e-Cert (Personal)	Three working days
e-Cert (Personal) with MR Status	
e-Cert (Organisational)	Ten working days
e-Cert (Organisational) with MR Status	
e-Cert (Encipherment)	

For the avoidance of doubt, all Saturdays, Sundays, public holidays and for all weekdays on which a tropical cyclone warning signal no. 8 (or above) or a black rainstorm warning signal is hoisted, are not working days for the purpose of this Section 4.2.3.

4.3 Certificate Issuance

4.3.1 CA Actions during Certificate Issuance

Applicant's information is captured and reviewed by at least two HKPost staff who are capable of directly causing certificate issuance and have had logged in with two-factors authentication in HKPost's system. Following successful completion of all required validations of Applicant's certificate application, HKPost approves the application for e-Cert.

e-Cert (Personal)

- a) Following the identity verification process, HKPost shall generate the e-Cert (including the associated key pairs) of the Applicant in a Trustworthy System and environment within HKPost's premises to ensure that the Private Key will not be tampered with.
- b) The Private Key and e-Cert, which are protected by a PIN, will then be stored on the e-Cert Storage Medium and the Alternative Storage Medium, if any, selected by the Applicant. The e-Cert Storage Medium and the Alternative Storage Medium, if any, which will be sealed up in a tamper-proof envelope or other forms of containers, will then be delivered to the Applicant in a secure manner such as by registered mail.
- c) The Applicant agrees that it is fully accountable for the safe custody of the Private Key upon receipt of the e-Cert Storage Medium and the Alternative Storage Medium, if any, and agrees that they will be responsible for any consequences under any circumstances for the compromise of the Private Key.
- d) All Private Keys stored in the HKPost system are in an encrypted form. Proper security controls are in place to guard against unauthorised access to and disclosure of the encrypted Private Keys. Upon completion of delivery of the e-Cert and Private Keys to the Applicant, the respective Private Keys will be purged from the HKPost system.

e-Cert (Organisational) / e-Cert (Encipherment)

- e) Following the identity verification process, HKPost shall generate the e-Cert (including the associated key pairs) of the respective Authorised Units in a Trustworthy System and environment within HKPost's premises to ensure that the Private Key will not be tampered with.
- f) The Private Key and e-Cert, which are protected by a PIN, will then be stored on the e-Cert Storage Medium and the Alternative Storage Medium, if any, selected by the Applicant. The e-Cert Storage Medium and the Alternative Storage Medium, if any, which will be sealed up in a tamper-proof envelope or other forms of containers, will then be delivered to the Authorised Representative in a secure manner such as by registered mail.
- g) The Subscriber Organisation agrees that it is fully accountable for the safe custody of the Private Key upon receipt of the e-Cert Storage Medium and the Alternative Storage Medium, if any, and agree that they will be responsible for any consequences under any circumstances for the compromise of the Private Key.
- h) All Private Keys stored in the HKPost system are in an encrypted form. Proper security controls are in place to guard against unauthorised access to and disclosure of the encrypted Private Keys. Upon completion of delivery of the e-Cert and Private Keys to the Authorised Representative, the Private Keys will be purged from the HKPost system.

4.3.2 Notifications to Subscriber by the CA of Issuance of Certificate

Following the successful identity verification process, HKPost shall notify the Applicant approval of an application via email to the email address designated by the Subscriber during the application process.

4.4 Certificate Acceptance

4.4.1 Conduct Constituting Certificate Acceptance

The Applicant verifies and confirms the accuracy of the information contained in the e-Cert at the designated web page at <http://www.eCert.gov.hk>. If the Applicant rejects the e-Cert, HKPost shall revoke that e-Cert. A Subscriber is deemed to have accepted the e-Cert when the Subscriber uses the e-Cert.

Applicants can either verify the information on the certificate by browsing the certificate file or through HKPost CA Repository. Applicants should notify HKPost immediately of any incorrect information of the certificate.

4.4.2 Publication of the Certificate by the CA

All issued and accepted e-Certs will be published in the Repository under the Ordinance.

4.4.3 Notification of Certificate Issuance by the CA to Other Entities

RAs may receive notification of a certificate's issuance if the RA was involved in the issuance process.

4.5 Key Pair and Certificate Usage

4.5.1 Subscriber Private Key and Certificate Usage

Subscribers shall use e-Cert and corresponding Private Keys solely for purposes in accordance with this CPS and permitted by the certificate.

Subscribers are responsible for:

- a) Acknowledging that 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, and that they are responsible for any consequences under any circumstances for the compromise of the Private Key.
- b) Reporting any loss or compromise of their Private Key immediately to HKPost 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).
- c) For the purpose of identity authentication, using the Private Key of an e-Cert only during its validity period.

Subscribers of e-Cert (Encipherment) are also responsible for ensuring that:

- a) authorised users have the Subscriber Organisation's authority to use, and in fact use, the certificate and digital signature associated with it only and for no other purposes whatsoever;
- b) such certificates are used only for the protection of information through encryption and decryption, in accordance with this CPS;
- c) no attempt is made to use the Private Key relating to an e-Cert (Encipherment) to generate a digital signature; and
- d) reasonable precautions are taken by the authorised users to maintain the security of the Private Key.

4.5.2 Relying Party Public Key and Certificate Usage

Relying Parties relying upon e-Cert 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 and any digital signature supported by it is appropriate for its purposes under this CPS.
- c) Checking the status of the certificate on the certificate revocation list prior to reliance.
- d) For e-Cert (Personal) with MR Status and e-Cert (Organisational) with MR Status, checking the official trust list published by the Economic and Information Commission of Guangdong Province to confirm whether the certificate types have valid mutual recognition status and their validity period, a copy of the entries is also maintained in the trust list of the DPO for reference, (see Section 2.2.1) prior to reliance.
- e) Performing all appropriate certificate path validation procedures.
- f) After validity period of the certificate, only using its Public Key for signature verification.

4.6 Certificate Renewal

4.6.1 Circumstances for Renewal

Renewal of e-Cert is permitted prior to certificate expiry, subject to the requirements of this CPS.

4.6.2 Who May Request Renewal

There is no automatic certificate renewal of an e-Cert. The process of "Authentication of Organisation Identity" and "Authentication of Individual Identity" as described under Section 3.2.2 and 3.2.3 of this CPS will be conducted. The Authorised Representative of the organisation or the subscriber will need to complete and submit a Certificate Renewal Form (available at HKPost web site at <http://www.eCert.gov.hk>) along with the other documentation referred to in the application form and appropriate renewal fee. In circumstances where Authorised Representatives are replaced, the new Authorised Representative will need to also complete and submit an application form as specified in Section 3.2.2 (a) and 3.2.3(a).

4.6.3 Processing Renewal Requests

4.6.3.1 Renewal of e-Cert (Personal)

Where an e-Cert is issued or renewed under this CPS, the validity period shall not exceed the maximum validity period specified in this CPS.

4.6.3.1.1 HKPost shall notify Subscribers that their e-Cert (Personal) are about to expire prior to the expiry of the certificates' validity period. The certificates can be renewed before expiry of their validity at the request of the Subscriber and the discretion of HKPost. HKPost shall not perform renewal of expired, revoked certificates. At the discretion of HKPost, the validity period of the new certificate to be issued to the Subscriber may be valid for a period longer than the default validity period of the certificate specified below:

For the e-Cert (Personal) with MR Status / e-Cert (Personal) without MR Status:

Validity period of a new certificate	Validity period start date to be specified in the new certificate	Validity period end date to be specified in the new certificate	Remarks
One year	The date the new certificate is generated	The date that is one year after the expiry date of the old certificate being renewed	The new certificate may have a validity period of more than one year but no more than one year and one month

4.6.3.1.2 By using valid digital signature as specified in section 3.2.3 (b), an e-Cert (Personal) may be renewed without going through the process of an authentication of the identity of the Subscriber which is required when a new certificate application is made. Other than that, the Subscriber is required to submit a completed and signed certificate renewal form to HKPost to apply for renewal. Details of the renewal application are available at both post offices and HKPost's web site at <http://www.eCert.gov.hk>. Upon certificate renewal, a new key pair of the Subscriber will be generated through HKPost's central key generation service. Upon certificate 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.

4.6.3.2 Renewal of e-Cert (Organisational) and e-Cert (Encipherment)

4.6.3.2.1 HKPost shall notify Subscribers that their e-Cert (Organisational), and e-Cert (Encipherment) are about to expire prior to the expiry of the certificates. The certificates can be renewed before expiry of their validity at the request of the Subscriber and the discretion of HKPost. HKPost shall not perform renewal of expired, or revoked certificates. At the discretion of HKPost, the validity period of the new certificate to be issued to the Subscriber may be valid for a period longer than the validity period of the certificate

Validity period of a new certificate	Validity period start date to be specified in the new certificate	Validity period end date to be specified in the new certificate	Remarks
One year	The date the new certificate is generated	The date that is one year after the expiry date of the old certificate being renewed	The new certificate may have a validity period of more than one year but no more than one year and one month

4.6.3.2.2 There is no automatic certificate renewal of an e-Cert (Organisational) and e-Cert (Encipherment). The process of "Authentication of Identity of Organisational Applicant" as described under Section 3.2.2 will be conducted. The Authorised Representative of the Organisation will need to complete and submit a Certificate Renewal Form (available at HKPost web site at <http://www.eCert.gov.hk>) along with the other documentation referred to in the application form and appropriate renewal fee. In circumstances where Authorised Representatives are replaced, the new Authorised Representative will need to complete and submit an application form as specified in Section 3.2.2.

4.6.3.2.3 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.

4.6.4 Notification of New Certificate Issuance to Subscriber

Notification to the Subscriber about the issuance of a renewed certificate is given using the same means as a new e-Cert, described in Section 4.3.2 of this CPS.

4.6.5 Conduct Constituting Acceptance of a Renewal Certificate

Subscriber's conduct constituting acceptance of a renewal e-Cert is the same as listed in Section 4.4.1 of this CPS.

4.6.6 Publication of the Renewal Certificate by the CA

HKPost publishes a renewed e-Cert in the same way as a new e-Cert, described in Section 4.4.2 of this CPS.

4.6.7 Notification of Certificate Issuance by the CA to Other Entities

RAs may receive notification of a certificate's renewal if the RA was involved in the issuance process.

4.7 Certificate Re-Key

4.7.1 Circumstances for Certificate Re-Key

Re-keying a certificate consists of creating a new certificate with a new Public Key and serial number while keeping the subject information the same. Certificate re-key will ordinarily take place as part of a certificate renewal process, or on HKPost's discretionary as part of a certificate replacement process.

4.7.2 Who May Request Certification of a New Public Key

HKPost will only accept re-key requests from the same Subscriber of the e-Cert, or HKPost at its discretion. However, HKPost will not renew, or request re-keying, an e-Cert automatically.

4.7.3 Processing Certificate Re-Keying Requests

The procedure of processing a certificate re-key requests may be the same as issuing a new certificate.

4.7.4 Notification of New Certificate Issuance to Subscriber

HKPost will notify Subscriber of a certificate re-key by the means delineated in Section 4.3.2 of this CPS.

4.7.5 Conduct Constituting Acceptance of a Re-Keyed Certificate

Subscriber's conduct constituting acceptance of a re-keyed certificate is the same as listed in Section 4.4.1 of this CPS.

4.7.6 Publication of the Re-Keyed Certificate by the CA

HKPost publishes a re-keyed e-Cert in the same way as a new e-Cert, described in Section 4.4.2 of this CPS.

4.7.7 Notification of Certificate Issuance by the CA to Other Entities

RAs may receive notification of a certificate's re-key if the RA was involved in the issuance process.

4.8 Certificate Modification

This CPS does not allow modification of an issued e-Cert.

4.8.1 Circumstances for Certificate Modification

No stipulation.

4.8.2 Who May Request Certificate Modification

No stipulation.

4.8.3 Processing Certificate Modification Requests

No stipulation.

4.8.4 Notification of New Certificate Issuance to Subscriber

No stipulation.

4.8.5 Conduct Constituting Acceptance of Modified Certificate

No stipulation.

4.8.6 Publication of the Modified Certificate by the CA

No stipulation.

4.8.7 Notification of Certificate Issuance by the CA to Other Entities

No stipulation.

4.9 Certificate Revocation and Suspension

Each Subscriber may make a request to 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.

4.9.1 Circumstances for Revocation

4.9.1.1 The compromise of a HKPost Private Key will result in prompt revocation of the certificates issued under that Private Key. Procedures stipulated in the HKPost key compromise plan will be exercised to facilitate rapid revocation of all Subscriber certificates in the event of compromise of the HKPost Private Keys (see Section 5.7.3).

4.9.1.2 Each Subscriber may make a request to 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.

4.9.1.3 Each Subscriber MUST apply to HKPost for the revocation of the certificate in accordance with the revocation procedures in this CPS immediately after the Subscriber's Private Key, or the media containing the Private Key corresponding to the Public Key contained in an e-Cert has been, or is suspected of having been, compromised or any change in the Information in the certificate provided by the Subscriber.

4.9.1.4 HKPost may revoke a certificate and will whether by prior or retrospective notice notify the Subscriber by updating the certificate revocation list, and by email, if a contact email address is available, of such suspension or revocation ("Notice of Revocation") 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 this CPS or the Subscriber Agreement;
- e) is required to do so by any regulation, or law applicable to the certificate;
- f) determines that the Subscriber has failed to pay the subscription fee;
- g) knows or has reasonable cause to believe that the Subscriber whose details appear on an e-Cert (Personal):
 - (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; or
 - (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;
- h) knows or has reasonable cause to believe that the Authorised User named in an e-Cert (Organisational) has ceased to be a member or employee of the Subscriber Organisation;
- i) knows or has reasonable cause to believe that the Subscriber whose details appear on an e-Cert (Organisational) or e-Cert (Encipherment) that:
 - (i) the Subscriber is in liquidation, or a winding up order relating to the Subscriber has been made by any Court of competent jurisdiction;
 - (ii) the Subscriber has entered into a composition or a scheme of arrangement or a voluntary arrangement within the meaning of the Bankruptcy Ordinance (Cap.6) within 5 years preceding the date of intended revocation;
 - (iii) a director, officer or employee of the Subscriber has been convicted of an offence for which it was necessary to find that that person acted fraudulently, corruptly or dishonestly or committed an offence under the Electronic Transactions Ordinance;
 - (iv) a receiver or administrator has been appointed over any part of the Subscriber's assets within 5 years preceding the date of revocation; or
 - (v) the Subscriber's existence cannot be attested.

4.9.1.5 HKPost will revoke a e-Cert within 24 hours counting from any one of the events mentioned below:

- 1) the next working following from the day of receipt of the Subscriber requests in writing that HKPost revoke the e-Cert;
- 2) the next working following from the day of receipt of the Subscriber's notification to HKPost that the original Certificate Request was not authorized and does not retroactively grant authorization;

- 3) HKPost obtains evidence that the Subscriber's Private Key corresponding to the Public Key in the e-Cert suffered a Key Compromise; or
- 4) HKPost is made aware of a demonstrated or proven method that can easily compute the Subscriber's Private Key based on the Public Key in the Certificate (such as a Debian weak key, see <https://wiki.debian.org/SSLkeys>).

4.9.1.6 HKPost may revoke an e-Cert within 24 hours counting from any one of the following events and in any event will revoke an e-Cert within 5 days at the latest:

- 1) HKPost obtains evidence that the e-Cert was misused;
- 2) HKPost is made aware that a Subscriber has violated one or more of its material obligations under the Subscriber Agreement;
- 3) HKPost is made aware of a material change in the information contained in the e-Cert;
- 4) HKPost is made aware that the e-Cert was not issued in accordance with HKPost's CP and/or CPS;
- 5) HKPost determines or is made aware that any of the information appearing in the e-Cert is inaccurate;
- 6) HKPost's right to issue e-Cert expires or is revoked or terminated, unless HKPost has made arrangements to continue maintaining the CRL Repository;
- 7) Revocation is required by the HKPost's CP and/or CPS; or
- 8) HKPost is made aware of a demonstrated or proven method that exposes the Subscriber's Private Key to compromise or if there is clear evidence that the specific method used to generate the Private Key was flawed.

4.9.1.7 HKPost shall maintain strict control over and make reasonable effort to prevent errors during certificate generation (e.g. errors in downloading certificates, mismatched key pair) that will lead to certificate revocation.

4.9.2 Who Can Request Revocation

A Subscriber, or the Authorised Representative of a Subscriber Organisation, may submit a certificate revocation request to HKPost by fax, letter mail, email at the email address as specified in <https://www.ecert.gov.hk/about/contact/index.html>, in-person or through a designated web page on the HKPost web site at <http://www.eCert.gov.hk>. Additionally, Subscribers, Relying Parties, Application Software Suppliers, and other third parties may submit Certificate Problem Reports informing HKPost of reasonable cause to revoke a e-Cert. Certificate Problem Reports must identify the entity requesting revocation and specify the reason with supporting evidence for revocation. HKPost may revoke a certificate without receiving a request and without prior notice.

4.9.3 Procedure for Revocation Request

A Subscriber, or the Authorised Representative of a Subscriber Organisation, may submit a certificate revocation request to HKPost through a designated web page on the HKPost web site at <http://www.eCert.gov.hk>, by fax, letter mail, email at the email address as specified in <https://www.ecert.gov.hk/about/contact/index.html> or in-person. Subscribers need to submit revocation request in case they fail to pay the subscription fee and refuse to accept the promotional offer in extending the subscription period.

After receiving the revocation request, HKPost shall validate the request and verify the justifications for revocation. The certificate will be revoked, which terminates the validity of the certificate permanently, upon receipt of the final confirmation of revocation from the Subscriber or through the RA to which the request for revocation was first submitted. Such final confirmation of revocation can be (1) an action on a confirmation web page by the Subscriber, after having its identity authenticated in the designated web page on the HKPost website where the request was submitted, (2) an email digitally signed by the Subscriber's Private Key, (3) an original letter signed by the Subscriber or (4) a Request for Certificate Revocation Form signed by the Subscriber. HKPost will notify the Subscriber by updating the certificate revocation list and by email, if a contact email address is available, of such revocation ("Notice of Revocation") in accordance with the procedures in the CPS. The Request for Certificate Revocation Form can be obtained from the web site at <http://www.eCert.gov.hk>.

The information of all certificates that have been revoked, including the reason code identifying the reason for the certificate revocation, will be included in the Certificate Revocation List (see Section 7.2).

The HKPost CA business hours for processing certificate revocation requests submitted by fax, letter mail, email or in-person are as follows:

Monday - Friday	09:00 am - 5:00 pm
Saturday	09:00 am - 12:00 noon
Sunday & Public Holiday	No service

In case a tropical cyclone warning signal no. 8 (or above) or a black rainstorm warning signal is hoisted, processing of revocation requests will be suspended immediately and will recommence at its usual business 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, processing of

revocation requests will recommence at 2:00 pm for any weekday other than a Saturday, Sunday or public holiday. If the signal is lowered after 10 am, processing of revocation requests will recommence at usual business hours on the next weekday other than a Sunday or public holiday.

4.9.4 Revocation Request Grace Period

The revocation request grace period (“Grace Period”) means the period during which the Subscriber should make a revocation request but request outside the Grace Period may still be processed due to circumstances beyond the control of the Subscriber. Each Subscriber **MUST** apply to HKPost for the revocation of the certificate in accordance with the revocation procedures in this CPS **immediately** after the Subscriber’s Private Key, or the media containing the Private Key corresponding to the Public Key contained in an e-Cert has been, or is suspected of having been, compromised or any change in the Information in the certificate provided by the Subscriber.

Subscribers must not use a certificate in a transaction on becoming aware of any ground upon which HKPost 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 by HKPost of HKPost’s intention to revoke the certificate. HKPost shall be under no liability to Subscribers or Relying Parties in respect of any such transactions if, despite the foregoing of this sub-section, they do use the certificate in a transaction.

Further, upon becoming so aware of any ground upon which HKPost could revoke the certificate, or upon making a revocation request or upon being notified by HKPost 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 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 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 complete the transaction despite such notification.

HKPost shall be under no liability to Relying Parties in respect of the transactions in the period between HKPost’s decision to suspend or revoke a certificate (either in response to a request or otherwise) and the appearance of the suspension or revocation status on the Certificate Revocation List, unless HKPost 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.

4.9.5 Time within Which CA Must Process the Revocation Request

For submission of certificate revocation request to HKPost through a designated web page on the HKPost web site, the revocation would be reflected in CRL within 24 hours. For requests by other methods, HKPost shall exercise reasonable endeavours to ensure that within 24 hours starting from the next working date of (1) receiving a revocation request or final confirmation of revocation from the Subscriber, or (2) in the absence of such a request, the decision by HKPost to revoke the certificate, the revocation is posted to the Certificate Revocation List. However, a Certificate Revocation List is not immediately published in the directory for access by the public following each certificate revocation. Only when the next Certificate Revocation List is updated and published will it reflect the revoked status of the certificate. Certificate Revocation Lists are published 3 times daily and are archived for at least 7 years.

HKPost shall exercise reasonable endeavours to notify relevant Subscribers by updating the certificate revocation list, and by email, if a contact email address is available, within 24 hours following the revocation.

4.9.6 Revocation Checking Requirements for Relying Parties

Relying Parties before relying upon this certificate are responsible for checking the status of this certificate on the Certificate Revocation List prior to reliance.

Each Relying Party making use of 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.

HKPost’s policy concerning the situation where a Relying Party is temporarily unable to obtain Information on revoked certificate is stipulated in Section 9.6.4 (Relying Parties Representations and Warranties) and Section 9.7 (Disclaimers of Warranties) of this CPS.

4.9.7 CRL Issuance Frequency

When an e-Cert is revoked, HKPost shall publish the relevant information (including the Certificate Revocation List (such as Authority Revocation List of HKPost) on a timely basis.

The Certificate Revocation List (“CRL”) and Authority Revocation List (“ARL”) of HKPost are updated and published in accordance with the schedule and format specified in **Appendix C**. Supplementary update of CRL is published at the HKPost website at <http://www.eCert.gov.hk> on ad hoc basis.

4.9.8 Maximum Latency for CRLs

HKPost does not employ a maximum latency for CRLs. Generally, however, CRLs for e-Cert are posted automatically to the Repository within a commercially reasonable time after generation.

4.9.9 On-Line Revocation/Status Checking Availability

HKPost currently does not provide OCSP service for e-Cert issued under this CPS.

4.9.10 On-Line Revocation Checking Requirements

Relying Party's must confirm the validity of a certificate in accordance with Section 4.9.6 prior to relying on the certificate.

4.9.11 Other Forms of Revocation Advertisements Available

No stipulation.

4.9.12 Special Requirements Related to Key Compromise

Any parties (including but not limited to Relying Parties and Application Software Suppliers) who can demonstrate a proof of the compromised private key of certificate, may submit the proof through the Compromised Key Reporting web page on the HKPost CA web site, with reason "key compromise" to HKPost. If HKPost discovers or suspects the compromise of a Private Key, it will use commercially reasonable efforts to notify the Subscriber, and will update the revocation reason code in a CRL to "key compromise" upon discovery of such reason or as required by Section 7.2 (a) of this CPS.

Reports to HKPost through the Compromised Key Reporting web page must include a proof of key compromise in either of the following formats : -

- a) Certificate Signing Request (CSR) signed by the compromised Private Key with the Common Name "Proof of Key Compromise for HKPost" and verifiable by the Public Key of a valid certificate maintained in the Repository of HKPost; or
- b) the Private Key itself.

4.9.13 Circumstances for Suspension

HKPost may suspend a certificate and will whether by prior or retrospective notice notify the Subscriber by updating the certificate revocation list, and by email, if a contact email address is available, of such suspension ("Notice of Revocation") in accordance with the procedures in the CPS whenever it listed in Section 4.9.1.4.

4.9.14 Who Can Request Suspension

A Subscriber, or the Authorised Representative of a Subscriber Organisation, may submit a certificate revocation request to HKPost by fax, letter mail, email, in-person or through a designated web page on the HKPost web site at <http://www.eCert.gov.hk>.

4.9.15 Procedure for Suspension Request

In accordance with Section 4.9.3, 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 may consider Subscriber's request for resuming the validity of certificates that are suspended. However, resuming the validity of a certificate that is suspended is only at the discretion of HKPost.

The information of all certificates that have been suspended or revoked, including the reason code identifying the reason for the certificate suspension and revocation, will be included in the Certificate Revocation List (see Section 7.2).

Certificate suspension is listed in the CRL with reason code of "certificateHold."

A certificate that is resumed from a "suspended" status will not be included in the succeeding Certificate Revocation Lists.

4.9.16 Limits on Suspension Period

Certificate suspension may last as long as the validity period of Certificate.

4.10 Certificate Status Services

4.10.1 Operational Characteristics

The information of all certificates that have been revoked, including the reason code identifying the reason for the certificate revocation, will be included in the Certificate Revocation List (see Section 7.2).

4.10.2 Service Availability

Certificate status services are available 24x7.

4.10.3 Operational Features

No stipulation.

4.11 End of Subscription

Under the following three conditions, certificate subscription for Subscribers will be terminated:

- a) Certificates are revoked by HKPost during their validity period;
- b) Requests for termination of services are received prior to the expiry of the certificate subscription, and are accepted by HKPost;
- c) Certificates or keys have not been renewed upon the expiry of the certificate subscription.

HKPost has clearly set out the requirements for certificate subscription termination, draw up specific workflow for certificate subscription termination and properly retain the records in accordance with the Retention Period for Archive specified in Section 5.5.2.

4.12 Key Escrow and Recovery

4.12.1 Key Escrow and Recovery Policy and Practices

No private key escrow process is planned for HKPost Private Keys and Subscribers' Private Keys in the e-Cert system used by HKPost.

4.12.2 Session Key Encapsulation and Recovery Policy and Practices

No stipulation.

5. FACILITY, MANAGEMENT, AND OPERATIONAL CONTROLS

5.1 Physical Controls

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 Physical Access

HKPost has implemented commercially reasonable physical security controls that defined different secure areas, and employed effective physical security control measures in accordance with the requirements of different areas to ensure the physical security of such areas. Meanwhile, HKPost shall ensure that access to each physical security layer is auditable and controllable so that only authorised personnel can access each physical security layer.

The security control measures 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 shall be under control and be monitored manually or by electronic means to prevent unauthorised intrusion at all times. The access control system has included the functions of check-in/check-out record and time-out alert, and such records shall be archived on a regular basis and shall be kept for at least 7 years.

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 Water Exposures

The CA facility is protected to the extent reasonably possible from natural disasters. HKPost CA has also established handling procedures to protect the systems from damages or other adverse consequences arising from flooding or water leakage.

5.1.5 Fire Prevention and Protection

A fire prevention plan and a fire suppression system have been established for the CA facility. Fire protective measures have complied with the requirements specified by Fire Services Department of Hong Kong. The computer room has been installed with automatic fire alarm system and fire extinguishing system. Two types of fire detectors have been installed for detecting temperature and smoke. The fire alarm system and the fire extinguishing system have been linked together.

5.1.6 Media Storage

Media storage and disposition processes have been developed and are in place. For paper documents including Subscriber Agreements and photocopies of identity confirmation documents, they are maintained by HKPost, the Contractor or its RAs in a secure fashion. Only authorised personnel are permitted access to the paper records.

5.1.7 Waste Disposal

HKPost shall strictly handle any wastes containing privacy or sensitive information and ensure thorough physical destruction of such wastes or complete deletion of data stored in such wastes to prevent unauthorised access to, use or disclosure of privacy or sensitive information stored in such wastes.

5.1.8 Off-site Backup

HKPost has established backup systems for critical systems (including HKPost CA System) and data (including any sensitive information and audit data). Off-site backup measures have been implemented for critical systems and data to ensure these systems and data are stored in secure facilities against theft, damage and media storage deterioration (see Section 5.7.4).

5.2 Procedural Controls

5.2.1 Trusted Roles

Employees, contractors, and consultants of HKPost, of the Contractor and of RAs 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.

5.2.2 Number of Personnel Needed for Each Task

HKPost Private keys are stored in tamper-proof hardware cryptographic devices. HKPost implements multi-person control (2 out of 3 multi-person control) over the activation, usage, deactivation of HKPost Private Keys.

5.2.3 Identification and Authentication of Each Role

Based on the nature of operations as well as the rights for their positions, the personnel working in trusted positions shall be granted with the rights to access systems and physical environments, and shall adopt appropriate access control techniques to maintain a complete record of all sensitive operations performed by such personnel.

5.2.4 Roles requiring Segregation of Duties

Procedures are established, documented and implemented for all trusted roles in relation to HKPost e-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.

5.3 Personnel Controls

5.3.1 Qualifications, Experience, and Clearance Requirements

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

5.3.2 Background Check Procedures

HKPost conducts and/or requires the Contractor and RAs to conduct investigations of personnel who serve in trusted roles (prior to their employment and periodically thereafter as necessary and require the personnel to present their valid proof of identity) to verify such employee's trustworthiness and competence in accordance with the requirements of this CPS and HKPost's personnel policies. Personnel who fail an initial or periodic investigation are not permitted to serve or to continue to serve in a trusted role. Also, relevant security provisions have been incorporated in staff contract and the personnel must agree and sign the contract before their employment.

5.3.3 Training Requirements

HKPost, the Contractor and the RAs shall use their reasonable endeavours to ensure all their staff (including those assuming the trusted roles) to possess the required technical qualifications and expertise so that they can effectively carry out their duties and responsibilities. At the same time, they shall use their reasonable endeavours to provide appropriate and sufficient training for their staff (at least once a year for those holding core positions) to ensure their capabilities in carrying their duties as well as effective implementation and compliance with security policies. The content of training may include but not limited to:

- a) Appropriate technical training;
- b) Rules, mechanisms and procedures;
- c) Procedures for handling security incidents and notifying senior management of major security incidents.

5.3.4 Retraining Frequency and Requirements

HKPost, the Contractor and the RAs shall use their reasonable endeavours to provide appropriate and sufficient training for their staff (at least once a year for those holding core positions) to ensure their capabilities in carrying their duties as well as effective implementation and compliance with security policies.

5.3.5 Job Rotation Frequency and Sequence

No stipulation.

5.3.6 Sanctions for Unauthorised Actions

HKPost, the Contractor or its RAs shall formulate appropriate control measures to assess the performance of their staff. For example:

- a) Performance assessment on regular basis;
- b) Formal disciplinary procedures (including procedures for handling unauthorised activities);
- c) Formal procedures for service termination.

5.3.7 Independent Contractor Requirements

The Contractor personnel who are assigned to perform trusted roles are subject to the duties and requirements specified for such roles in this Section 5.3 and are subject to sanctions stated above in Section 5.3.6.

5.3.8 Documentation Supplied to Personnel

HKPost personnel and those of the Contractor's and 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.

All documents and data transmitted between HKPost, the Contractor and RAs are delivered in a control and secure manner using a protocol prescribed by HKPost from time to time.

5.4 Audit Logging Procedures

5.4.1 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:

CA certificate and key lifecycle events, including:

- Key generation, backup, storage, recovery, archival, and destruction;
- Certificate requests, renewal, and re-key requests, and revocation;
- Approval and rejection of certificate requests;
- Cryptographic device lifecycle management events;
- Generation of CRLs; and
- Introduction of new Certificate Profiles and retirement of existing Certificate Profiles.

Subscriber Certificate lifecycle management events, including:

Certificate requests, renewal, and re-key requests, and revocation;

- All verification activities stipulated in this CPS;
- Approval and rejection of certificate requests;
- Issuance of certificates; and
- Generation of CRLs.

Security events, including:

- Successful and unsuccessful PKI system access attempts;
- PKI and security system actions performed;
- Security profile changes;
- Installation, update and removal of software on a certificate system;
- System crashes, hardware failures, and other anomalies;
- Firewall and router activities; and
- Entries to and exits from the CA facility.

Log records MUST include the following elements:

- a) Date and time of event;
- b) Identity of the person making the journal record; and
- c) Description of the event.

5.4.2 Frequency of Processing Log

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

5.4.3 Retention Period for Audit Log

Archived audit log files are retained for at least 7 years.

5.4.4 Protection of Audit Log

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

5.4.5 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.

5.4.6 Audit Collection System (Internal vs. External)

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.

5.4.7 Notification to Event-Causing Subject

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

5.4.8 Vulnerability Assessments

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

5.5 Records Archival

5.5.1 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:

- a) System equipment configuration files;
- b) Results of assessments and/or review for accreditation of the equipment (if conducted);
- c) Certification Practice Statement and its modifications or updates;
- d) Contractual agreements to which HKPost is bound;
- e) All certificates and CRLs as issued or published;
- f) Periodic event logs;
- g) Other data necessary for verifying archive contents;
- h) Documentations of the establishment and upgrading of certificate system;
- i) Documentations supporting certificate application, information on the approval and rejection of certificate services, and certificate subscriber agreements;
- j) Audit records;
- k) Particulars of staff, including but not limited to information on their background, employment and training; and
- l) Documentations of external or internal assessments.

5.5.2 Retention Period for Archive

Key and certificate information as well as archival records as specified in Section 5.5.1 are securely maintained for at least 7 years. Audit trail files are maintained in the CA system as deemed appropriate by HKPost.

5.5.3 Protection of Archive

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.

5.5.4 Archive Backup Procedures

Backup copies of the archives will be created and maintained when necessary. HKPost shall verify the consistency of archival records during the archival process. During the archival period, HKPost shall verify the consistency of all accessed records through appropriate techniques or methods.

5.5.5 Requirements for Time-Stamping of Records

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.

5.5.6 Archive Collection System (Internal or External).

Archive information is collected internally by HKPost.

5.5.7 Procedures to Obtain and Verify Archive Information

Details concerning the procedures to obtain and verify archive information are found in Section 5.5.4.

5.6 Key Changeover

The lifespan of the HKPost CA and e-Cert root keys and certificates created by HKPost (See **Appendix G**) for the purpose of certifying certificates issued under this CPS is no more than 25 years. HKPost 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 in HKPost web site <http://www.eCert.gov.hk> for public access. The original root keys will be kept for a minimum period as specified in Section 5.5.2 for verification of any signatures generated by the

original root keys. HKPost shall ensure safe and smooth transition of the entire process, with a view to minimizing the adverse effects on Subscribers and Relying Parties.

5.7 Compromise and Disaster Recovery

5.7.1 Incident and Compromise Handling Procedures

HKPost maintains incident handling procedures to guide personnel in response to security incidents, natural disasters, and similar events that may give rise to system compromise. To maintain the integrity of certificate services, HKPost implements, documents, and periodically tests appropriate contingency and disaster recovery plans and procedures.

HKPost maintains a comprehensive and actionable plan for mass revocation events, performs annual testing of this plan, and incorporates lessons learned into this plan in order to continually improve preparedness over time.

5.7.2 Computing Resources, Software, and/or Data Are Corrupted

Business continuity plan involves formal handling procedures of damaged computing resources, software and/or data. These relevant procedures shall be reviewed and drilled annually.

When computing resources, software and/or data are damaged, HKPost shall evaluate the impact of the incidents, investigate the causes and perform system recovery operations with the system backup in order to resume the normal CA operation. If, in the circumstances when computing resources, software and/or data are damaged, the HKPost Private Key for the issuance of e-Cert under this CPS has been compromised or damaged, HKPost shall promptly notify the Commissioner for Digital Policy and make public announcement. If, in the circumstances when computing resources, software and/or data are damaged, the Subscriber's Private Key generated by HKPost on behalf of the Subscriber has been compromised or damaged, HKPost shall promptly revoke the respective certificates and issue new and replacement certificates. HKPost shall timely and properly inform Subscribers and Relying Parties within a reasonable period of time.

5.7.3 Entity Private Key Compromise Procedures

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

HKPost shall promptly notify the Commissioner for Digital Policy and make public announcement if a HKPost Private Key for the issuance of e-Cert under this CPS has been compromised. The compromise of a HKPost Private Key will result in prompt revocation of the certificates issued under that Private Key and the issuance of new and replacement certificates. HKPost shall timely and properly inform Subscribers and Relying Parties within a reasonable period of time.

In the event of key compromise or disaster where a HKPost Private Key for the issuance of e-Cert under this CPS has been compromised or corrupted and cannot be recovered, HKPost shall promptly notify the Commissioner for Digital Policy and make a public announcement as to which certificates have been revoked, and how the new HKPost Public Key is provided to Subscribers, and how Subscribers are issued with new certificates. In case of revocation requests for the HKPost CA root certificate, HKPost shall only proceed subject to the confirmation of the Commissioner for Digital Policy.

5.7.4 Business Continuity Capabilities after a Disaster

A managed process, including daily backup of essential business information and CA system data and proper backup of CA system software, 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 CA services. This incorporates a tested independent disaster recovery site which is currently located at least 10km from the primary CA operational site within the territory of Hong Kong Special Administrative Region. The business continuity plans are reviewed and drilled annually. All personnel involved in the business continuity plans must participate in regular drilling exercises and record the drilling procedures and results.

HKPost shall promptly notify the Commissioner for Digital Policy 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.

During the period of time following a disaster and before a secure environment is re-established:

- a) Sensitive material or equipment will be locked up safely in the facility;
- b) Sensitive material or equipment will be removed from the facility if it is not possible to lock them up safely in the facility or if there is a risk of damage to the material or equipment, and such material or equipment will be locked up in other temporary facilities; and
- c) Access control will be enforced at all entrances and exits of the facility to protect the facility from theft and unauthorised access.

5.8 CA or RA Termination

In the event that HKPost ceases to operate as a CA, notification to the Commissioner for Digital Policy and public announcement will be made in accordance with the procedures set out in the HKPost termination plan. Upon termination of service, HKPost shall properly archive the CA Records including certificates issued, root certificates, Certification Practice Statements and Certificate Revocation Lists for 7 years after the date of service termination.

In the event that the RA is terminated under RA agreement or under CA termination as stated above or the RA's authority to act on behalf of HKPost is withdrawn, the e-Certs applied through the RA will remain in effect in accordance with their terms and validity.

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 HKPost CA keys is implemented through physical security and secure key storage. The HKPost 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 Applicants/Subscribers are generated through a procedure such that the Private Key cannot be accessed by anyone other than the authorised user of the Private Key unless there is some compromise of the procedure by the authorised user. HKPost generates the root key pairs for issuing certificates that conform to this CPS. In case of central key generation by HKPost on behalf of the Applicants, the Applicants' Private Keys will be purged from the HKPost system upon completion of delivery of the e-Certs and Private Keys to the Applicants.

Signing key generation, storage, and signing operations performed by HKPost are conducted within a hardware cryptographic module that is rated to at least FIPS 140-2 Level 3.

For root CA and Sub CA key pairs, HKPost shall;

- a) prepare and follow a key generation script,
- b) have a qualified auditor witness the CA key pair generation process or record a video of the entire CA key pair generation process, and
- c) have a qualified auditor issue a report opining that HKPost followed its key ceremony script during its key and certificate generation process and the controls used to ensure the integrity and confidentiality of the key pair.

6.1.2 Private Key Delivery to Subscriber

Key pairs for e-Cert will be generated under the central key generation by HKPost on behalf of the Applicant/Subscriber.

6.1.3 Public Key Delivery to Certificate Issuer

The Public Key of each HKPost key pair used for the CA's Digital Signatures is available on-line at <http://www.eCert.gov.hk>. HKPost utilizes protection to prevent alteration of those keys.

6.1.4 CA Public Key Delivery to Relying Parties

The Public Key of each HKPost key pair used for the CA's Digital Signatures is available on-line at <http://www.eCert.gov.hk>. HKPost utilizes protection to prevent alteration of those keys.

6.1.5 Key Sizes

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

6.1.6 Public Key Parameters Generation and Quality Checking

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

6.1.7 Key Usage Purposes (as per X.509 v3 Key Usage Field)

Keys used in e-Cert are used for the purposes permitted by the applicable certificate profile and this CPS only. If digital signature Key Usage is enabled in the e-Cert (referred to in **Appendix B**), the digital signatures supported by the e-Cert are to be used only for providing authentication, data integrity, and non-repudiation by using asymmetric cryptography. 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 and Cryptographic Module Engineering Controls

6.2.1 Cryptographic Module Standards and Controls

The cryptographic devices used by HKPost are rated to at least FIPS 140-2 Level 3.

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

HKPost Private Keys are stored in tamper-proof hardware cryptographic devices. HKPost implements multi-person control (2 out of 3 multi-person control) over the activation, usage, deactivation of HKPost Private Keys.

6.2.3 Private Key Escrow

No private key escrow process is planned for HKPost Private Keys and Subscribers' Private Keys in the e-Cert system used by HKPost. For backup of HKPost Private Keys, see Section 6.2.4 below.

6.2.4 Private Key Backup

Each HKPost Private Key is backed up by encrypting and storing it in devices which conform to FIPS 140-2 Level 3 security standard. 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.

6.2.5 Private Key Archival

All Private Keys will not be archived.

6.2.6 Private Key Transfer between Cryptographic Modules

When the HKPost Private Keys are transferred from one hardware cryptographic module to another, the Private Key will be transferred in encrypted form between the modules, and mutual authentication between the modules will be performed prior to the transfer. In addition, HKPost has implemented strict key management processes for controls of Private Keys transfer in order to protect the HKPost Private Keys from being lost, stolen, tampered, disclosed or used without authorisation.

6.2.7 Private Key Storage on Cryptographic Module

HKPost Private Keys are created in a crypto module validated to at least FIPS 140-2 Level 3.

6.2.8 Method of Activating Private Key

Details concerning method of activating private key are found in Section 6.2.2.

6.2.9 Method of Deactivating Private Key

Details concerning method of deactivating private key are found in Section 6.2.2.

6.2.10 Method of Destroying Private Key

HKPost CA root keys will be used for no more than 25 years (see also Section 5.6). 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 5.5.

6.2.11 Cryptographic Module Rating

Details concerning cryptographic module rating can be found in Section 6.2.1 of this CPS.

6.3 Other Aspects of Key Pair Management

6.3.1 Public Key Archival

Key and certificate information as well as archival records as specified in Section 5.5.1 are securely maintained for at least 7 years.

HKPost CA root keys will be used for no more than 25 years (see also Section 5.6). 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 5.5.

6.3.2 Certificate Operational Periods and Key Pair Usage Periods

HKPost CA root keys will be used for no more than 25 years (see also Section 5.6). 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 5.5.

The validity period of a certificate commences on the date the certificate is generated by the HKPost system.

Certificates issued under this CPS within the subscription period may be valid for a period different from the respective validity period listed above (see Section 4.6). The validity period of an e-Cert is specified in the certificate itself. Format of certificates issued under this CPS is in **Appendix B**.

6.4 Activation Data

6.4.1 Activation Data Generation and Installation

HKPost Private Keys are stored in tamper-proof hardware cryptographic devices. HKPost implements multi-person control (2 out of 3 multi-person control) over the activation, usage, deactivation of HKPost Private Keys.

6.4.2 Activation Data Protection

HKPost Private Keys are stored in tamper-proof hardware cryptographic devices. HKPost implements multi-person control (2 out of 3 multi-person control) over the activation, usage, deactivation of HKPost Private Keys.

6.4.3 Other Aspects of Activation Data

No stipulation.

6.5 Computer Security Controls

6.5.1 Specific Computer Security Technical Requirements

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, in order to ensure the security and reliability of the CA systems which are hosting software, data and documents. With these procedures, the CA systems are protected from unauthorised internal or external access. Such security controls are subject to compliance assessment as specified in Section 8. HKPost implements stringent management mechanism to control and monitor the operating systems, in order to prevent unauthorised modification. When processing disposal of waste devices, HKPost will exercise reasonable endeavours to erase their storage with confirmation for which may contain information related to the security of e-Cert service.

6.5.2 Computer Security Rating

No stipulation.

6.6 Life Cycle Technical Controls

6.6.1 System Development Controls

HKPost implements controls over the procedures for the procurement and development of software and hardware for HKPost CA systems. Change control procedures are in place to control and monitor all revisions and enhancements to be made to the components of such systems. These procedures and controls shall include but not limited to:

- a) Adoption of a set of uniform and effective internal standards for system development, whether it is conducted by the staff of HKPost or other parties;
- b) Effective procedures for segregation of production and development environments;
- c) Effective procedures for segregation of duties between operational, maintenance and development personnel;
- d) Effective access controls over access to data and systems held in the production and development environments;
- e) Effective controls (including but not limited to version control, stringent testing and verification) over change control process (including but not limited to normal and emergency changes to systems and data);
- f) Procedures for conducting security checking and assessment on systems before going online to see whether there are security vulnerabilities or intrusion risks;
- g) Effective procedures for the proper management of the acquisition of equipment and services; and
- h) At least three trusted personnel required to participate in the access to HKPost's hardware cryptographic devices throughout their lifecycle (from the commissioning of these devices to their logical/physical destruction).

6.6.2 Security Management Controls

HKPost implements controls over the procedures for changes of security-related configurations and security software of its CA systems. These procedures include checking the integrity of the application and security software.

6.6.3 Life Cycle Security Controls

No stipulation.

6.7 Network Security Controls

HKPost shall implement security measures such as multi-level firewall, intrusion detection system, security audit, anti-virus system to protect the HKPost's network environment. Timely version update, regular risk assessment and audit for network environment shall be conducted in order to detect intrusion risks and minimize risks from the network.

HKPost shall conduct vulnerability scans at least once a quarter and penetration tests at least annually. All identified vulnerabilities shall be remediated promptly, typically within one month of patch release. Risk assessments shall be performed to determine appropriate mitigation strategies and timelines, with results documented. If remediation within one month is not feasible, HKPost shall assess the associated risks, create and implement a documented mitigation plan.

6.8 Time-Stamping

The system time on HKPost's computers is updated using the Network Time Protocol (NTP) to synchronize system clocks with a reliable time service at least once every eight hours (Windows default). HKPost does not provide any time-stamping service to public.

7. CERTIFICATE, CRL, AND OCSP PROFILES

7.1 Certificate Profile

Certificates referred to in 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. A summary of the features of the e-Cert is in **Appendix D**.

HKPost CA system shall generate non-sequential certificate serial numbers greater than zero (0) containing at least 64 bits of output from a CSPRNG.

7.1.1 Version Number(s)

All certificates referred to in this CPS are issued in the X.509 version 3 format (See **Appendix B**).

7.1.2 Certificate Extensions

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.3 Algorithm Object Identifiers

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.4 Name Forms

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.5 Name Constraints

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.6 Certificate Policy Object Identifier

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.7 Usage of Policy Constraints Extension

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.8 Policy Qualifiers Syntax and Semantics

The format of certificates referred to in this CPS is in **Appendix B**.

7.1.9 Processing Semantics for the Critical Certificate Policies Extension

The format of certificates referred to in this CPS is in **Appendix B**.

7.2 CRL Profile

HKPost updates and publishes the following Certificate Revocation Lists (CRLs) containing information of e-Certs revoked under this CPS 3 times daily at 09:15, 14:15 and 19:00 Hong Kong Time (i.e. 01:15, 06:15 and 11:00 Greenwich Mean Time (GMT or UTC)).

When an e-Cert is revoked for one of the reasons below, the specified revocation reason code must be included in the reason code extension of the CRL entry corresponding to the certificate. When the revocation reason code is not one of the following, then the reason code extension must not be provided:

Revocation reason	Revocation reason code (CRLReason as specified in RFC5280)
Key compromise	1 = keyCompromise
Privilege withdrawn	9 = privilegeWithdrawn (The revocation reason code “privilegeWithdrawn” does not need to be made available to the certificate subscriber as a revocation reason option, because the use of this revocation reason code is determined by the CA operator and not the subscriber.)
Cessation of operation	5 = cessationOfOperation
Affiliation changed	3 = affiliationChanged
Superseded	4 = superseded
Suspended	6 = certificateHold

The following is a description of each of these reason codes and circumstances where HKPost CA or a Subscriber will be obligated to use it for their revocation circumstances:

a) Revocation reason code (1) “keyCompromise”

The revocation reason code “keyCompromise” will be used when one or more of the following occurs:

- HKPost CA obtains verifiable evidence that the certificate subscriber’s private key corresponding to the public key in the certificate suffered a key compromise; or
- HKPost CA is made aware of a demonstrated or proven method that exposes the certificate subscriber’s private key to compromise; or
- There is clear evidence that the specific method used to generate the private key was flawed; or
- HKPost CA is made aware of a demonstrated or proven method that can easily compute the certificate subscriber’s private key based on the public key in the certificate (such as a Debian weak key, see <https://wiki.debian.org/SSLkeys>); or
- the certificate subscriber requests that HKPost CA revokes the certificate for this reason, with the scope of revocation being described below.

If anyone requesting revocation for “keyCompromise” has previously demonstrated or can currently demonstrate possession of the private key of the certificate through the Compromised Key Reporting web page on the HKPost CA web site as set out in Section 4.9.12 of this CPS, then HKPost CA will revoke all instances of that key across all subscribers.

If the certificate subscriber requests that HKPost CA revokes the certificate for “keyCompromise”, and has not previously demonstrated and cannot currently demonstrate possession of the associated private key of that certificate, HKPost CA may revoke all certificates associated with that subscriber that contain that public key.

When HKPost CA obtains verifiable evidence of private key compromise for a certificate whose CRL entry does not contain a reason code extension or has a reason code extension with a non-“keyCompromise” reason, HKPost CA may update the CRL entry to enter “keyCompromise” as the revocation reason code in the reason code extension. Additionally, HKPost CA may update the revocation date in a CRL entry when it is determined that the private key of the certificate was compromised prior to the revocation date that is indicated in the CRL entry for that certificate.

(Note: Backdating the revocation date field is an exception to best practice described in Section 5.3.2 of RFC 5280; however, this CPS specifies the use of the revocation date field to support Application Software Suppliers where the revocation date field is processed as the date when the certificate is first considered to be compromised.)

Otherwise, the “keyCompromise” revocation reason code must not be used.

b) Revocation reason code (9) “privilegeWithdrawn”

The revocation reason code “privilegeWithdrawn” is intended to be used when there has been a subscriber-side infraction that has not resulted in “keyCompromise”, such as the certificate subscriber provided misleading information in their certificate request or has not upheld their material obligations under the subscriber agreement or terms of use.

Unless the “keyCompromise” revocation reason code is being used, the revocation reason code “privilegeWithdrawn” must be used when:

- HKPost CA obtains evidence that the certificate was misused; or
- HKPost CA is made aware that the certificate subscriber has violated one or more of its material obligations under the subscriber agreement or terms of use; or
- HKPost CA is made aware of a material change in the information contained in the certificate; or
- HKPost CA determines or is made aware that any of the information appearing in the certificate is inaccurate; or
- HKPost CA is made aware that the original certificate request was not authorized and that the Subscriber does not retroactively grant authorization.

Otherwise, the “privilegeWithdrawn” revocation reason code must not be used.

c) Revocation reason code (5) “cessationOfOperation”

The revocation reason code “cessationOfOperation” is intended to be used when the website with the certificate is shut down prior to the expiration of the certificate, or if the subscriber no longer owns or controls the domain name in the certificate. This revocation reason code is intended to be used in the following circumstances:

- the certificate subscriber no longer controls, or is no longer authorized to use, all of the domain names in the certificate; or
- the certificate subscriber will no longer be using the certificate because they are discontinuing their website; or
- HKPost CA is made aware of any circumstance indicating that use of a fully-qualified domain name in the certificate is no longer legally permitted (e.g. a court or arbitrator has revoked a domain name registrant's right to use the domain name, a relevant licensing or services agreement between the domain name registrant and the applicant has terminated, or the domain name registrant has failed to renew the domain name).

Unless the “keyCompromise” revocation reason code is being used, the revocation reason code “cessationOfOperation” must be used when:

- the certificate subscriber has requested that their certificate be revoked for this reason; or
- HKPost CA received verifiable evidence that the certificate subscriber no longer controls, or is no longer authorized to use, all of the domain names in the certificate.

Otherwise, the “cessationOfOperation” revocation reason code must not be used.

d) Revocation reason code (3) “affiliationChanged”

The revocation reason code “affiliationChanged” is intended to be used to indicate that the subject's name or other subject identity information in the certificate has changed, but there is no cause to suspect that the certificate's private key has been compromised.

Unless the “keyCompromise” revocation reason code is being used, the revocation reason code “affiliationChanged” will be used when:

- the certificate subscriber has requested that the certificate be revoked for this reason; or
- HKPost CA replaced the certificate due to changes in the certificate's subject information and the CA has not replaced the certificate for the other reasons: “keyCompromise”, “superseded”, “cessationOfOperation”, or “privilegeWithdrawn”.

Otherwise, the “affiliationChanged” revocation reason code must not be used.

e) Revocation reason code (4) “superseded”

The revocation reason code “superseded” is intended to be used to indicate when:

- the certificate subscriber has requested a new certificate to replace an existing certificate; or
- HKPost CA obtains reasonable evidence that the validation of domain authorization or control for any fully-qualified domain name in the certificate should not be relied upon; or
- HKPost CA revoked the certificate for compliance reasons such as the certificate does not comply with this CPS, the CA/Browser Forum's Baseline Requirements, or the certificate policies of major root certificate programs (such as Mozilla Root Store Policy).

Unless the “keyCompromise” revocation reason code is being used, the revocation reason code “superseded” must be used when:

- the certificate subscriber has requested that their certificate be revoked for this reason; or
- HKPost CA revoked the certificate due to domain authorization or compliance issues other than those related to “keyCompromise” or “privilegeWithdrawn”.

Otherwise, the “superseded” revocation reason code must not be used.

f) Revocation reason code (6) “certificateHold”

The revocation reason code “certificateHold” is intended to be used to indicate when:

- the certificate subscriber has requested to suspend a certificate; or
- HKPost CA suspended the certificate in accordance with Section 4.9.1.13 of this CPS.

Otherwise, the “certificateHold” revocation reason code must not be used.

Details concerning the CRL profile can be found in **Appendix C**.

7.2.1 Version Number(s)

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

7.2.2 CRL and CRL Entry Extensions

Details concerning the CRL and CRL entry extensions can be found in **Appendix C**.

7.3 OCSP Profile

No stipulation.

7.3.1 Version Number(s)

No stipulation.

7.3.2 OCSP Extensions

No stipulation.

8. COMPLIANCE AUDIT AND OTHER ASSESSMENTS

HKPost, as a Recognized CA, is required to prepare and submit an assessment report under Section 43(1) of the Ordinance.

8.1 Frequency and Circumstances of Assessment

Compliance audits and assessments are performed at least once in every 12 months.

8.2 Identity/Qualifications of Assessor

Qualification of the independent external auditor conducting compliance assessments are in accordance with the requirements set out in the Ordinance and the Code of Practice for Recognized Certification Authorities.

8.3 Assessor's Relationship to Assessed Entity

Compliance assessments are performed by an independent external auditor that is independent from HKPost in accordance with the requirements set out in the Ordinance and the Code of Practice for Recognized Certification Authorities.

8.4 Topics Covered by Assessment

Compliance assessments conducted on the HKPost's system of issuing, revoking and publishing e-Certs to determine if this CPS is being properly followed are performed in accordance with the requirements set out in the Ordinance and the Code of Practice for Recognized Certification Authorities.

8.5 Actions Taken as a Result of Deficiency

If an audit reports a material noncompliance with applicable law, this CPS, or any other contractual obligations related to HKPost's services, then (1) the auditor will document the discrepancy, (2) the auditor will promptly notify HKPost, and (3) depending on the nature and extent of the discrepancy, HKPost will create a suitable corrective action plan to cure the noncompliance and decide whether to take any remedial action with regard to e-Certs already issued.

8.6 Communications of Results

WebTrust for Certification Authorities audit report is made available to the public at <http://www.eCert.gov.hk/product/cps/ecert>. Compliance assessment report under Section 43(1) of the Ordinance is submitted to the Commissioner for Digital Policy.

8.7 Self-Audits

No stipulation.

9. OTHER BUSINESS AND LEGAL MATTERS

9.1 Fees

9.1.1 Certificate Issuance or Renewal Fees

The subscription fee and administration fee shall be paid before the commencement of each subscription period by e-Cert Subscribers unless waived by HKPost. HKPost reserves its absolute right to review and determine the level of the subscription fee and administration fee chargeable from time to time and will notify the Subscribers and the public at the HKPost web site <http://www.eCert.gov.hk>. Under the terms of the Contract between HKPost and Certizen Limited, Certizen Limited is entitled to receive subscription, renewal and administration fees from e-Cert Subscribers.

9.1.1.1 e-Cert (Personal)

The subscription fee for an e-Cert (Personal) (for both first time application and renewal) is HK\$50 per certificate per year. A promotional discount on subscription fees for e-Cert (Personal) is offered by the Contractor. For details on the promotional discount, please refer to HKPost web site at <http://www.eCert.gov.hk> or make enquiry to Hongkong Post Certification Authority through the means provided in Section 1.5.2. Each e-Cert will be stored in a e-Cert File USB with an extra fee. Latest price of the e-Cert File USB shall be published in the website of HKPost at <http://www.eCert.gov.hk>.

Subscription Fees for e-Cert (Personal) without MR Status	Certificate with a 1-year validity period
First time application and renewal	HK\$50 per certificate*
e-Cert Storage Medium	Each e-Cert will be stored in a e-Cert File USB with an extra fee. Latest price of the e-Cert File USB shall be published in the website of HKPost at http://www.eCert.gov.hk .

* A promotional discount on subscription fees for e-Cert (Personal) is offered by the Contractor. For details on the promotional discount, please refer to HKPost web site at <http://www.eCert.gov.hk>

Subscription fees for e-Cert (Personal) with MR Status are as follows:

Subscription Fees for e-Cert (Personal) with MR Status	Certificate with a 1-year validity period
First time application and renewal	HK\$50 per certificate
e-Cert Storage Medium	Each e-Cert can be stored in a designated PKCS#11 compatible e-Cert Storage Medium with an extra fee. Latest price of the e-Cert Storage Medium shall be published in the website of HKPost at http://www.eCert.gov.hk .

9.1.1.2 e-Cert (Organisational)

For e-Cert (Organisational) without MR Status:

Subscription Fees for e-Cert (Organisational) without MR Status	Certificate with a 1-year validity period
First time application	HK\$50 per certificate

Subscription Fees for e-Cert (Organisational) without MR Status	Certificate with a 1-year validity period
Non-first time application or renewal	HK\$150 per certificate
Subscription fee	Promotional discount on subscription fees for e-Cert (Organisational) without MR Status is offered by the Contractor. For details on the promotional discount, please refer to HKPost web site at http://www.eCert.gov.hk or make enquiry to Hongkong Post Certification Authority through the means provided in Section 1.5.2.
Administration fee (irrespective of the number of Authorised Users)	HK\$150 per application
e-Cert Storage Medium	Each e-Cert will be stored in an e-Cert File USB with an extra fee. Latest price of the e-Cert File USB shall be published in the website of HKPost at http://www.eCert.gov.hk .

For e-Cert (Organisational) with MR Status:

Subscription Fees for e-Cert (Organisational) with MR Status	Certificate with a 1-year validity period
New application or renewal	HK\$150 per certificate
Administration fee (irrespective of the number of Authorised Users)	HK\$150 per application
e-Cert Storage Medium	Each e-Cert must be separately stored in a designated PKCS#11 compatible e-Cert Storage Medium. Latest price of the e-Cert Storage Medium shall be published in the website of HKPost at http://www.eCert.gov.hk .

9.1.1.3 e-Cert (Encipherment)

Subscription Fees for e-Cert (Encipherment)	Certificate with a 1-year validity period
New application or renewal	HK\$150 per certificate
Administration fee (irrespective of the number of Authorised Units)	HK\$150 per application
e-Cert Storage Medium	Each e-Cert will be stored in an e-Cert File USB with an extra fee. Latest price of the e-Cert File USB shall be published in the website of HKPost at http://www.eCert.gov.hk .

9.1.2 Certificate Access Fees

HKPost may charge a reasonable fee for direct access to its certificate databases.

9.1.3 Revocation or Status Information Access Fees

HKPost does not charge a certificate revocation fee or a fee for checking the validity status of an issued certificate using a CRL.

9.1.4 Fees for Other Services

Subject to review from HKPost from time to time.

9.1.5 Refund Policy

If, after receiving the certificate, a Subscriber finds that, 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 HKPost of this immediately to permit the certificate to be revoked and (if desired) re-issued, then, if such notification has occurred within 3 months after receiving the certificate and the Subscriber no longer wants a certificate, HKPost, on being satisfied of the existence of any such error will refund the fee paid. If the Subscriber waits longer than 3 months after receiving the certificate before notifying HKPost of any such error, the fee paid will not be refunded as of right, but only at the discretion of HKPost.

9.2 Financial Responsibility

9.2.1 Insurance Coverage

HKPost maintains Professional Liability/Errors & Omissions insurance with policy limits of at least one million US dollars in coverage. Moreover, the insurance policy also covers the potential or actual liabilities and claims against Reliance Limit on the certificates pursuant to the provisions of ETO.

9.2.2 Other Assets

No stipulation.

9.2.3 Insurance or Warranty Coverage for End-Entities

An insurance policy is in place to cover the potential or actual liabilities and claims against Reliance Limit on the certificates.

9.3 Confidentiality of Business Information

9.3.1 Scope of Confidential Information

Information about Subscribers that is submitted as part of an application for an e-Cert under this CPS will be used only for the purposes collected and is kept confidential except for the name of the Subscriber and where applicable its Authorised User or Authorised Unit, and for other information which is to the extent necessary for HKPost or the Contractor to perform HKPost's obligations under this CPS.

9.3.2 Information Not Within the Scope of Confidential Information

Any information not listed as confidential is considered public information. Published Certificate and revocation data is considered public information.

9.3.3 Responsibility to Protect Confidential Information

HKPost shall ensure that the restrictions in this subsection will be adhered to by itself and any persons of HKPost, the Contractor, RAs and any HKPost subcontractors who have access to any record, book, register, correspondence, information, document or other material in performing tasks related to HKPost's system of issuing, revoking and publishing e-Certs shall not disclose or permit or suffer to be disclosed any information relating to another person as contained in such record, book, register, correspondence, information, document or other material to any other person.

Any information identified as confidential including those mentioned in Section 9.3.1 above, 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 the release of compiled data which is not traceable to an individual Subscriber) unless required by a court-issued subpoena or order, or when otherwise required by the laws of Hong Kong SAR.

9.4 Privacy of Personal Information

9.4.1 Privacy Plan

HKPost has implemented a privacy policy, which complies with this CPS. The HKPost privacy policy is published at HKPost web site at <http://www.eCert.gov.hk>.

9.4.2 Information Treated as Private

Any information about subscribers that is not publicly available through the content of the issued certificate, repository and CRL is treated as private.

9.4.3 Information Not Deemed Private

Published certificate and revocation data is considered public information. Certificate status information and any certificate content is deemed not private.

9.4.4 Responsibility to Protect Private Information

HKPost shall ensure that the restrictions in this subsection will be adhered to by itself and any persons of HKPost, the Contractor, RAs and any HKPost subcontractors, and the issuer of Cross Certificate who have access to any record, book, register, correspondence, information, document or other material in performing tasks related to HKPost's system of issuing, revoking and publishing e-Certs shall not disclose or permit or suffer to be disclosed any information relating to another person as contained in such record, book, register, correspondence, information, document or other material to any other person.

9.4.5 Notice and Consent to Use Private Information

Information about Subscribers that is submitted as part of an application for an e-Cert under this CPS will be used only for the purposes collected and is kept confidential except to the extent necessary for HKPost or the Contractor to perform HKPost's obligations under this CPS.

9.4.6 Disclosure Pursuant to Judicial or Administrative Process

Any information identified as confidential including those mentioned in Section 9.3.1 above 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 the release of compiled data which is not traceable to an individual Subscriber) unless required by a court-issued subpoena or order, or when otherwise required by the laws of Hong Kong SAR.

9.4.7 Other Information Disclosure Circumstances

No stipulation.

9.5 Intellectual Property Rights

HKPost owns all intellectual property rights associated with its databases, web sites, e-Cert, trademarks and any other publication originating from HKPost including this CPS.

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

9.6 Representations and Warranties

9.6.1 CA Representations and Warranties

HKPost publishes Recognized Certificates that are accepted by and issued to its Subscribers in a Repository (See Section 2).

By issuing a certificate that refers to this CPS, HKPost represents to Relying Parties who act in accordance with Section 9.6.4 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 Section 9.6.4 and other relevant sections of this CPS that HKPost has done the checking as mentioned in this CPS (including Section 3.2) to verify that (for e-Cert (Personal), holder of the certificate is the Subscriber identified in it; (for e-Cert (Organisational) and e-Cert (Encipherment), the issuer of the certificate is indeed the Subscriber Organisation.

Except as expressly authorised by HKPost, no agent or employee of the Hong Kong Post Office, the Contractor or of any RA has authority to make any representations on behalf of HKPost as to the meaning or interpretation of this CPS.

9.6.2 RA Representations and Warranties

Registration Authorities (RAs) are responsible to HKPost under the terms of the agreement (the “RA Agreement”) under which they are appointed by HKPost as its agents to carry out on HKPost's behalf certain of HKPost's obligations as detailed in this CPS. RAs, on behalf of HKPost, collect and keep documents and information supplied under the terms of the CPS and Subscriber Agreements. Save in the case of negligence, acting out of scope of authorisation, fraud, criminal acts or other similar factors, HKPost is and remains responsible for the activities of its Registration Authorities in the performance or purported performance by them of the functions, power, rights and duties of HKPost.

RAs carry out on HKPost's behalf 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).

9.6.3 Subscriber Representations and Warranties

Each Subscriber (represented by an Authorised Representative applying for an e-Cert) must sign, or confirm his/her acceptance of, 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 of an e-Cert (Personal), the Authorised User of an e-Cert (Organisational) or the Authorised Unit of an e-Cert (Encipherment) 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 e-Cert, is the Digital Signature of the Subscriber.
- c) An e-Cert is to be used only for the purposes stipulated in Section 1.4.
- d) All information and representations made by the Subscriber included in the certificate are true.
- e) The certificate will be used exclusively for authorised and legal purposes consistent with this CPS.
- f) 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.

Subscribers are responsible for:

- a) Completing the application procedures properly and signing, or confirming acceptance of, a Subscriber Agreement by the Authorised Representative in the appropriate form and performing the obligations placed upon them by that Agreement, and ensuring accuracy of representations in certificate application.
- b) Accurately following the procedures specified in this CPS as to the end of certificate subscription.
- c) Notifying HKPost immediately from time to time of any change in the appointment and information of the Authorised Representative of e-Cert.
- d) Notifying HKPost immediately of any fact which may give rise to HKPost, upon the grounds set out in Section 4 of this CPS, having the right to revoke the certificate for which that Subscriber is responsible.
- e) Not using a certificate on becoming aware of any ground upon which HKPost could revoke it under the terms of the CPS, or after the Subscriber has made a revocation request or been notified by HKPost of HKPost's intention to revoke the certificate under the terms of this CPS.
- f) Upon becoming so aware of any ground upon which HKPost could revoke the certificate, or upon the Subscriber

making a revocation request or upon being notified by HKPost of its intention to revoke the certificate, 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 (either by HKPost or at the Applicant's or Subscriber's request) 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.

- g) Acknowledging that by submitting an e-Cert application form, they authorise the publication of the e-Cert to any other person or in the HKPost's Repository.
- h) For the purpose of identity authentication, using the Private Key of an e-Cert only during its validity period.

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 Agreement 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.

9.6.4 Relying Party Representations and Warranties

Relying Parties relying upon e-Cert 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 and any digital signature supported by it is appropriate for its purposes under this CPS.
- c) Checking the status of the certificate on the certificate revocation list whenever applicable, prior to reliance.
- d) Performing all appropriate certificate path validation procedures.
- e) After validity period of the certificate, only using its Public Key for signature verification.

9.6.5 Representations and Warranties of Other Participants

The Contractor is responsible to HKPost under the terms of the Contract between HKPost and the Contractor under which the Contractor has been appointed by HKPost as its agent to set up, modify, provide, supply, deliver, operate, administer, promote and maintain the HKPost CA systems and services as stipulated in this CPS. Save in the case of negligence, acting out of scope of authorisation, fraud, criminal acts or other similar factors, HKPost is and remains responsible for the activities of the Contractor in the performance or purported performance by the Contractor of the functions, power, rights and duties of HKPost.

9.7 Disclaimers of Warranties

HKPost undertakes to each Subscriber and to each Relying Party that a reasonable degree of skill and care will be exercised by HKPost, by the Contractor and by the RA when acting on behalf of HKPost 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, by the Contractor or by the 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, by the Contractor or by the RA acting on behalf of HKPost in carrying out this contract and in exercising its rights and discharging its obligations under this 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, the Hong Kong Post Office, the Contractor 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, the Contractor or the RA acting on HKPost's behalf has exercised a reasonable degree of skill and care, HKPost, Hong Kong Post Office, the Contractor and any such RA will not be liable for any loss to a Subscriber or Relying Party caused by their reliance upon a false or forged Digital Signature supported by another Subscriber's Recognized Certificate issued by HKPost.

This means, also, that, provided HKPost (by the Hong Kong Post Office, the Contractor or the RA acting on behalf of HKPost) has exercised a reasonable degree of skill and care to avoid and/or mitigate the effects of matters beyond its control, neither HKPost, the Hong Kong Post Office, the Contractor 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.

None of HKPost, the Contractor 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, the Contractor 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.

9.8 Limitations of Liability

Each Subscriber and Relying Party must agree that it is reasonable for HKPost to limit its liabilities as set out in this CPS and (for the Subscriber) also in the Subscription Agreement. Save in the case of any negligence or fraud or acting outside the permitted scope of authority or other similar circumstances ("excepted situations"), all acts and omissions of the RA or the Contractor shall be deemed as acts and omissions of HKPost and the disclaimer and Reliance Limit shall equally apply in such cases. Even under excepted situations, to the extent legally possible, each of HKPost, the RA and the Contractor shall rely on the disclaimer and Reliance Limit set out in this Section 9.8.

In the event of:

- a) HKPost's breach of this CPS or the Subscriber Agreement;
- b) HKPost's breach of any duty of care; and in particular its duty under the Subscriber Agreement 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; or
- c) a loss caused by reliance on any information that HKPost is required to confirm according to this CPS and the code of practice; and which is misrepresented on that certificate or in a repository

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.**

Subject to the exceptions that appear below, in the event of:

- a) **HKPost's breach of this CPS or (applicable to the Subscriber only) the Subscriber Agreement;**
- b) **HKPost's breach of any duty of care, and in particular, under this CPS or in law to exercise reasonable skill and care and/or any duties that may be owed to a Subscriber or Relying Party because 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; or**
- c) **a loss caused by reliance on any information that HKPost is required to confirm according to this CPS and the code of practice; and which is misrepresented on that certificate or in a repository**

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\$200,000 per certificate (whether it be e-Cert (Personal) or e-Cert (Organisational) or e-Cert (Encipherment)) irrespective of the number of the claim(s), breach(es) and/or loss(es) mentioned above; and HK\$0 (zero) in respect of each e-Cert (Personal) certificate issued to a person under 18 (meaning HKPost has no liability in respect of such certificate whatsoever).

Any Subscriber or Relying Party who wishes to make any legal claim upon HKPost arising out of or in any way connected with the issuance, revocation or publication of an e-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.

Neither the Contractor nor any RA nor any officer or employee or other agent of the Hong Kong Post Office, the Contractor, or any RA is to be a party to the Subscriber Agreement. Furthermore, 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, the Contractor nor any RA nor any of their respective 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.

Any liability for 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.

If, there is any loss caused by reliance on a false or forged digital signature of a subscriber or any person purportedly acting on behalf of the subscriber supported by a certificate issued by the HKPost (or its Contractor acting on its behalf), if the HKPost has complied with the requirements of the Ordinance and the COP, the HKPost the Contractor and their respective officers, employees or agents, accept no responsibility for any loss or damage to the Subscriber and the Relying Parties and any Reliance Limit that applies to any certificate in these circumstances is not necessary due to the aforementioned disclaimer.

9.9 Indemnities

Certificates issued by HKPost shall be deemed to have contained the following Reliance Limit and/or limitation of liability notice:

“The Postmaster General acting by the officers of the Hong Kong Post Office and the Contractor has issued this certificate as a Recognized CA under the Electronic Transactions Ordinance (Cap. 553) upon the terms and conditions set out in the Postmaster General’s Certification Practice Statement (CPS) that applies to this certificate.

Accordingly, any person, before relying upon this certificate should read the CPS that applies to e-Certs which may be read on the HKPost CA web site at www.eCert.gov.hk. 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, the Contractor and their respective 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 and any digital signature supported by it is appropriate for its purposes under the CPS;*
- c. Checking the status of this certificate on the Certificate Revocation List whenever applicable, prior to reliance; and*
- d. Performing all appropriate certificate path validation procedures.*

If, there is any loss caused by reliance on a false or forged digital signature of a subscriber supported by a certificate issued by the Postmaster General, Hong Kong Post Office, (or its Contractor acting on its behalf), if the Postmaster General has complied with the requirements of the Ordinance and the code of practice with respect to that certificate, the Postmaster General, the Contractor and their respective officers, employees or agents, accept no responsibility for any loss or damage to the Relying Parties and any Reliance Limit that applies to this certificate under the Ordinance in these circumstances is not necessary due to the aforementioned disclaimer.

Subject to the requirements and exceptions specified in the CPS including Clauses 9.8 and 9.9 of the CPS and those as stated in this certificate, in the event of HKPost’s breach of any duty of care, and in particular, under the CPS or in law to exercise reasonable skill and care and/or any duties that may be owed to a Relying Party because any certificate issued by HKPost under the public key infrastructure initiative is relied upon or used by a Relying Party or any one else whomsoever, or a loss caused by reliance on

any information that HKPost is required to confirm according to this CPS and the code of practice; and which is misrepresented on that certificate or in a repository the liability of HKPost to any Relying Party or any one else whomsoever, is limited to, and shall not under any circumstances exceed, HK\$200,000 per certificate (whether it be e-Cert (Personal) or e-Cert (Organisational) or e-Cert (Encipherment)) irrespective of the number of claim(s), breach(es) and/or loss(es) mentioned above or HK\$0 (zero) in respect of one e-Cert (Personal) certificate issued to a person under 18 (meaning HKPost has no liability in respect of such certificate whatever.).

Time Limit For Making Claims

Any Relying Party who wishes to make any legal claim upon the Postmaster General arising out of or in any way connected with the issuance, revocation, suspension or publication of this e-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, the Contractor 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."

9.10 Term and Termination

9.10.1 Term

The CPS changes will be effective upon publication by HKPost in the HKPost CA website at <http://www.eCert.gov.hk> or in the HKPost Repository and are binding on all current and subsequent Applicants and Subscribers to whom certificates are issued.

HKPost shall notify the Commissioner for Digital Policy any subsequent changes to this CPS as soon as practicable.

9.10.2 Termination

This CPS, including all amendments and addenda, remain in force until replaced by a newer version.

9.10.3 Effect of Termination and Survival

In the event that HKPost ceases to operate as a CA, notification to the Commissioner for Digital Policy and public announcement will be made in accordance with the procedures set out in the HKPost termination plan. Upon termination of service, HKPost shall properly archive the CA Records including certificates issued, root certificates, Certification Practice Statements and Certificate Revocation Lists for 7 years after the date of service termination.

9.11 Individual Notices and Communications with Participants

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.

The decisions of HKPost pertaining to matters within the scope of this CPS are final. Any claims should be submitted to HKPost at the following address:

Hongkong Post Certification Authority
Kowloon East Post Office Box 68777
Email: enquiry@eCert.gov.hk

9.12 Amendments

9.12.1 Procedure for Amendment

Upon approval of an updated CPS by HKPost, the CPS changes will be effective upon publication by HKPost in the HKPost CA web site at <http://www.eCert.gov.hk> or in the HKPost Repository and are binding on all current and subsequent Applicants and Subscribers to whom certificates are issued.

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

9.12.2 Notification Mechanism and Period

HKPost shall notify the Commissioner for Digital Policy any subsequent changes to this CPS as soon as practicable. A copy of this CPS and its predecessors are available for viewing by Applicants, Subscribers and Relying Parties on the HKPost CA web site at <http://www.eCert.gov.hk>.

9.12.3 Circumstances Under Which OID Must be Changed

HKPost has the sole authority to determine whether an amendment to the CPS requires an OID change.

9.13 Dispute Resolution Provisions

Subject to Section 9.15 below, the decisions of HKPost pertaining to matters within the scope of this CPS are final in the absence of any manifest error. Any claims that there has been manifest error should be submitted to HKPost at the following address:

Hongkong Post Certification Authority
Kowloon East Post Office Box 68777
Email: enquiry@eCert.gov.hk

9.14 Governing Law

The laws of Hong Kong SAR govern this CPS.

9.15 Compliance with Applicable Law

9.15.1 Jurisdiction

A party whether HKPost or a Subscriber or a Relying Party or the Contractor or RA (each a Party) shall first refer any dispute or difference arising out of or in connection with this CPS to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

If the said dispute or difference is not settled by mediation according to above, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

9.16 Miscellaneous Provisions

9.16.1 Entire Agreement

Where there is a conflict of interpretation of wording between the English and Chinese versions of this CPS, the English version shall prevail.

9.16.2 Assignment

Subscribers shall not assign their rights under Subscriber Agreement or certificates. Any attempted assignment shall be void.

9.16.3 Severability

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.

9.16.4 Enforcement (Non-Waiver of Rights)

Hongkong Post's failure to enforce a provision of this CPS does not waive Hongkong Post's right to enforce the same provisions later or right to enforce any other provisions of this CPS. To be effective any waivers must be in writing and signed by Hongkong Post.

9.16.5 Force Majeure

HKPOST INCURS NO LIABILITY IF IT IS PREVENTED, FORBIDDEN OR DELAYED FROM PERFORMING, OR OMITS TO PERFORM, ANY ACT OR REQUIREMENT BY REASON OF: ANY PROVISION OF ANY APPLICABLE LAW, REGULATION OR ORDER; CIVIL, GOVERNMENTAL OR MILITARY AUTHORITY;

THE FAILURE OF ANY ELECTRICAL, COMMUNICATION OR OTHER SYSTEM OPERATED BY ANY OTHER PARTY OVER WHICH IT HAS NO CONTROL; FIRE, FLOOD, OR OTHER EMERGENCY CONDITION; STRIKE; ACTS OF TERRORISM OR WAR; ACT OF GOD; OR OTHER SIMILAR CAUSES BEYOND ITS REASONABLE CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE.

9.17 Other Provisions

9.17.1 No Supply of Goods

For the avoidance of doubt, a Subscriber Agreement is not a contract 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. HKPost agrees to transfer those articles into possession of Applicants or Subscribers for the limited purposes set out in this CPS. Nonetheless HKPost shall exercise reasonable care to see that the same is fit for the purposes of completing and accepting a certificate as set out in this CPS, and if it is not, then HKPost's liability shall be as set out in Section 9.8. In addition, the articles transferred from HKPost may contain other material not relevant to the completion and acceptance of an e-Cert, 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 articles.

Appendix A – Glossary and Acronyms

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

“Accept”, in relation to a certificate

- (a) in the case of a person named or identified in the certificate as the person to whom the certificate is issued, means to
 - (i) confirm the accuracy of the information on the person as contained in the certificate;
 - (ii) authorise the publication of the certificate to any other person or in a repository;
 - (iii) use the certificate; or
 - (iv) otherwise demonstrate the approval of the certificate; or
- (b) in the case of a person to be named or identified in the certificate as the person to whom the certificate is issued, means to
 - (i) confirm the accuracy of the information on the person that is to be contained in the certificate;
 - (ii) authorise the publication of the certificate to any other person or in a repository; or
 - (iii) otherwise demonstrate the approval of the certificate.

“Applicant” means (other than a Hong Kong Government department or bureau) a natural or legal person who has applied for an e-Cert.

“Application Software Supplier” means a supplier of Internet browser software or other Relying Party application software that displays or uses certificates and incorporates Hongkong Post Root certificates.

“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.

“Authorised Representative” means the duly authorised representative of a Subscriber Organisation.

“Authority Revocation List” or **“ARL”** means a data structure that enumerates public-key certificates of Sub CAs that have been invalidated by the Root CA prior to the time at which they were scheduled to expire.

“CA” means Certification Authority.

“Certificate” or **“e-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 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” or **“CPS”** means a statement issued by a Certification Authority to specify the practices and standards that the Certification Authority employs in issuing certificates.

“Certificate Problem Report” means a complaint of suspected key compromise, certificate misuse, or other types of fraud, compromise, misuse, or inappropriate conduct related to Certificate.

“Certificate Revocation List” or **“CRL”** means 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.

“Compromised Key Reporting web page” is a web page in HKPost CA website for reporting of suspected Private Key Compromise related to certificates.

“Contract” means the outsourcing contract that HKPost has awarded to the Contractor for operating and maintaining the systems and services of the HKPost CA as stipulated in this CPS on behalf of HKPost for a period from 1 July 2023 to 30 June 2026, and an extended period up to 30 June 2027 (date inclusive).

“Contractor” means Certizen Limited, together with its Subcontractor(s), if any as listed in **Appendix F**, being an agent of HKPost CA appointed pursuant to Section 3.2 of the COP for operating and maintaining the systems and services of the HKPost CA in accordance with the terms of the Contract.

“Correspond”, in relation to private or Public Keys, means to belong to the same key pair.

“COP” means the Code of Practice for Recognized Certification Authorities published by the Commissioner for Digital Policy under Section 33 of the Ordinance.

“CPS” means Certification Practice Statement.

“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.

“Domain Name” means a label assigned to a node in the Domain Name System.

“Domain Name Registrant” means person(s) or entity(ies) registered with a Domain Name Registrar as having the right to control how a domain name is used.

“Domain Name Registrar” means a person or entity that registers domain names under the auspices of or by agreement with: (i) the Internet Corporation for Assigned Names and Numbers (ICANN), (ii) a national domain name authority/registry, or (iii) a Network Information Center (including their affiliates, contractors, delegates, successors, or assigns).

“DPO” means the Digital Policy Office of the Government.

“e-Cert File USB” means a USB flash drive which is an e-Cert Storage Medium. The prevailing cost of an e-Cert File USB is published at HKPost web site at <http://www.eCert.gov.hk>.

“e-Cert Storage Medium” means a storage medium, such as e-Cert File USB, for storage of the e-Cert and the Private Key.

“e-Cert (Personal)”, **“e-Cert (Organisational)”**, **“e-Cert (encipherment)”** may each be referred to as e-cert or certificate.

“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.

“Fully-Qualified Domain Name” or “FQDN” means a Domain Name that includes the labels of all superior nodes in the Internet Domain Name System.

“HKID Card” means the Hong Kong Identity Card, issued by the Immigration Department of the Hong Kong Special Administrative Region.

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China.

“Incorporating Agency”, in relation to e-Cert

- (a) in the context of a Private Organisation, means the Companies Registry of the Government of Hong Kong SAR (see <https://www.cr.gov.hk/>) under whose authority the legal existence of the entity is registered; or
- (b) in the context of a Government Entity, means the entity that enacts law, regulations, or decrees of Hong Kong SAR establishing the legal existence of Government Entities.

“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.

“IRD Reference Number” means a number being assigned by the Inland Revenue Department to a Reporting Financial Institution / Reporting Entity / Part 4AA Entity as referred in the Inland Revenue Ordinance (Cap. 112). The IRD Reference Number will be given in a certification letter issued to the Reporting Financial Institution / Reporting Entity / Part 4AA Entity by Inland Revenue Department.

“Issue” in relation to a certificate, means to:

- (a) create the certificate, and then notify the person named or identified in the certificate as the person to whom the certificate is issued of the information on the person as contained in the certificate; or
- (b) notify the person to be named or identified in the certificate as the person to whom the certificate is issued of the information on the person that is to be contained in the certificate, and then create the certificate, and then make the certificate available for use by the person.

“Key Pair”, in an Asymmetric Cryptosystem, 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.

“Mutual Recognition Certificate Policy” or **“MRCP”** means the Certificate Policy for Mutual Recognition of Electronic Signature Certificates issued by Hong Kong and Guangdong under the Arrangement for Mutual Recognition of Electronic Signature Certificates issued by Hong Kong and Guangdong.

“Mutual Recognition Status” or **“MR Status”** in relation to a HKPost e-Cert (Personal) or HKPost e-Cert (Organisational), means a certificate that complies with the Certificate Policy for Mutual Recognition of Electronic Signature Certificates Issued by Hong Kong and Guangdong (“MRCP”) issued by the governments of Hong Kong and Guangdong for cross boundary use between the two places.

“OCSP” means Online Certificate Status Protocol.

“Online Certificate Status Protocol” means an online certificate checking protocol that enables Relying Party to determine the status of e-Cert.

“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.

“PKCS#11 compliant device” means a device, such as smart card, which is a storage medium of e-Cert and supports cryptographic functions, and also complies to the eleventh specification of the Public-Key Cryptography Standards (PKCS) published by RSA Laboratories, in respect of cryptographic token interface standard. Such device should also be certified with FIPS 140-2 Level 3 or above.

“PIN” means a secret password protecting the corresponding Private Key and e-Cert of respective Subscriber.

“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.

“RA” means Registration Authority.

“Recognized CA” means Recognized Certification Authority.

“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 Agency” means the Inland Revenue Department of the Government of Hong Kong SAR (see <https://www.ird.gov.hk/>) that registers business information in connection with an entity’s business formation or authorisation to conduct business under a license, charter or other certification.

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

“Reliable Method of Communication” means a method of communication, such as a postal/courier delivery address, telephone number, or email address, that was verified using a source other than the Authorised Representative.

“Reliance Limit” means the monetary limit specified for reliance on a Recognized Certificate.

“Relying Party” means a system such as a web browser, server, application that uses a digital certificate to verify the identity of another user, device, or service before granting access. Where the certificate is also to be used for creating a digital signature of a document, the relying party shall mean the recipient of a certificate who relies on the certificate and/or the digital signature verified by the 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.

“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.

“SSL” is the acronym of Secure Sockets Layer.

“Sub CA” means the subordinate Certification Authority certificate which is issued by the Root CA “Hongkong Post Root CA 2” and is used to sign the Hongkong Post Recognized Certificates.

“Subcontractor” means an organisation that has been appointed by Certizen Limited for the performance of part of the Contract.

“Subscriber” means a person who:

- (i) is named or identified in a certificate as the person to whom the certificate is issued (or in the case of an organisation, for whom the certificate is issued);
- (ii) has accepted that certificate; and
- (iii) holds a Private Key which corresponds to a Public Key listed in that certificate.

“Subscriber Agreement” means an agreement between HKPost (viz Postmaster General) representing the Government and the Subscriber which comprises (for e-Cert (Personal)) the Subscriber Terms and Conditions of e-Cert (Personal) Certificate (s), and (for e-Cert (Organisational) or e-Cert (Encipherment)) the Subscriber Terms and Conditions of e-Cert (Organisational) / e-Cert (Encipherment) and this CPS. Where the Subscriber is a Hong Kong Government department or bureau, it is a memorandum of understanding and is not legally binding

“Subscriber Organisation” means a Subscriber which is an organisation whose Authorised Representative has signed a Subscriber Agreement and to whom a HKPost e-Cert has been issued in accordance with the eligibility criteria set out in this CPS.

“Subject Name” means the information of the name of certificate holder.

“TLS” is the acronym of Transport Layer Security.

“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.

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.

Appendix B - Hongkong Post e-Cert Format

This appendix provides the formats of e-Cert issued by the Sub CAs “Hongkong Post e-Cert CA 2 - 15” and “Hongkong Post e-Cert CA 2 - 17” under this CPS. For the format of e-Cert issued by the other Sub CA(s) of HKPost or issued under other CPS, please refer to the prevailing CPS in respect of the issuance date of the e-Cert or the OID as specified in the “Certificate Policies” of the e-Cert concerned.

1. Format of e-Cert (Personal) Certificate

1.1 Under root CA “Hongkong Post Root CA 2”

For e-Cert (Personal) issued by Sub CA “Hongkong Post e-Cert CA 2 - 17”: -

Field Name		Field Content	
		Hongkong Post e-Cert (Personal) certificates	Hongkong Post e-Cert (Personal) certificates issued to persons aged under 18
Standard fields			
Version		X.509 v3	
Serial number		[20-byte hexadecimal number set by HKPost CA system]	
Signature algorithm ID		sha256RSA	
Issuer name		cn=Hongkong Post e-Cert CA 2 - 17, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK	
Validity period	Not before	[UTC time set by HKPost CA system]	
	Not after	[UTC time set by HKPost CA system]	
Subject name		cn=[HKID name] ^(Note 1) e=[email address] ^(Note 2) ou=[SRN] ^(Note 3) o=Hongkong Post e-Cert (Personal) c=HK	cn=[HKID name] ^(Note 1) e=[email address] ^(Note 2) ou=[SRN] ^(Note 3) o=Hongkong Post e-Cert (Personal/Minor) ^(Note 4) c=HK
Subject public key info		Algorithm ID: RSA Public Key: 2048-bit key size	
Issuer unique identifier		Not used	
Subject unique identifier		Not used	
Standard extension ^(Note 5)			
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK	
	Serial number	[Inherited from Issuer]	
Key usage		Non-repudiation, Digital Signature, Key Encipherment (This field will be set Critical.)	
Certificate policies		Policy Identifier = [OID] ^(Note 6) Policy Qualifier Id = CPS Qualifier : [URL of CPS]	
Subject alternative name	DNS	encrypted(HKID) ^(Note 10)	
	rfc822	[Applicant’s email address] (Note 2)	
Issuer alternative name		Not used	
Basic constraints	Subject type	End Entity	
	Path length constraint	None	

Field Name		Field Content	
		Hongkong Post e-Cert (Personal) certificates	Hongkong Post e-Cert (Personal) certificates issued to persons aged under 18
Extended key usage		SSL Client, Adobe Authentic Documents Trust	
CRL distribution points		Distribution Point Name = [URL of CRL Distribution Point] (Note 11)	
Netscape extension (Note 5)			
Netscape cert type		Not used	
Netscape SSL server name		Not used	
Netscape comment		Not used	

For e-Cert (Personal) with MR Status issued by Sub CA “Hongkong Post e-Cert CA 2 - 15”: -

Field Name		Field Content
Standard fields		
Version		X.509 v3
Serial number		[20-byte hexadecimal number set by HKPost CA system]
Signature algorithm ID		sha256RSA
Issuer name		cn=Hongkong Post e-Cert CA 2 - 15, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
Validity period	Not before	[UTC time set by HKPost CA system]
	Not after	[UTC time set by HKPost CA system]
Subject name		cn=[HKID name] (Note 1) e=[email address] (Note 2) ou=[SRN] (Note 3) o=Hongkong Post e-Cert (Personal) c=HK
Subject public key info		Algorithm ID: RSA Public Key: 2048-bit key size
Issuer unique identifier		Not used
Subject unique identifier		Not used
Standard extension (Note 5)		
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
	Serial number	[Inherited from Issuer]
Key usage		Non-repudiation, Digital Signature (This field will be set Critical.)
Certificate policies		Policy Identifier =[OID] (Note 6) Policy Qualifier Id = CPS Qualifier : [URL of CPS] Policy Identifier =2.16.344.8.2.2008.810.2.2018.1.1 (Note 7) Policy Qualifier Id = User Notice Qualifier : Notice Text=[Code of identity verification means] (Note 8) Policy Qualifier Id = CPS Qualifier : [URL of CPS] Policy Identifier = 1.3.6.1.4.1.16030.1.4 (Note 9) Policy Qualifier Id = CPS Qualifier : [URL of CPS]

Field Name		Field Content
Subject alternative name	DNS	encrypted(HKID) ^(Note 10)
	Rfc822	[Applicant's email address] ^(Note 2)
Issuer alternative name		Not used
Basic constraints	Subject type	End Entity
	Path length constraint	None
Extended key usage		SSL Client, Adobe Authentic Documents Trust
CRL distribution points		Distribution Point Name = [URL of CRL Distribution Point] ^(Note 12)
Netscape extension ^(Note 5)		
Netscape cert type		Not used
Netscape SSL server name		Not used
Netscape comment		Not used

Note

1. Applicant name format: Surname (in capital) + Given name (e.g. CHAN Tai Man David).
2. Email address provided by Applicant (blank if null). That email address has not been verified.
3. SRN: 10-digit Subscriber Reference Number
4. "e-Cert (Personal/Minor)" indicates that the Applicant is under 18 at the time the e-Cert is issued (see Section 3.1.1.2 of this CPS).
5. All standard extensions and Netscape extensions are set as "non-critical" unless otherwise specified.
6. The OID of this CPS is included in this field. Please refer to Section 1.1 of this CPS for the OID of this CPS.
7. The OID of the MRCP is included in this field for identification of the certificate which is issued in compliance with MRCP.
8. The code of identity verification means as defined in the MRCP is added in this field. If this field is not present or is NULL, it implies that the face-to-face verification means (i.e. identity verification means code "A" as defined in the MRCP) had been adopted.
9. The OID for supporting Adobe PDF signing is included in this field.
10. The Applicant'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 Applicant:

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

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

With Central Key Generation, **hkid_number** will be signed during the key generation process at HKPost premises and the CA system will create a hash of the signed HKID number - *SHA-1 (RSA_{privatekey, sha-1} (hkid_number))*. The hash value will then be put into the designated extension field of the certificate being generated.

11. URL of CRL Distribution Point is http://crl1.eCert.gov.hk/crl/eCertCA2-17CRL1_<xxxxx>.crl which are partitioned CRLs issued by the Sub CA "Hongkong Post e-Cert CA 2 - 17", where <xxxxx> is a string of five alphanumeric characters generated by the CA system. (For certificates issued before 1 July 2019, URL of CRL Distribution Point is http://crl1.hongkongpost.gov.hk/crl/eCertCA2-17CRL1_<xxxxx>.crl) HKPost CA publishes a number of partitioned CRLs. If a certificate is suspended or revoked, its information will be published in the partitioned CRL at the URL specified in this CRL Distribution Point field.
12. URL of CRL Distribution Point is http://crl1.eCert.gov.hk/crl/eCertCA2-15CRL1_<xxxxx>.crl which are partitioned CRLs issued by the Sub CA "Hongkong Post e-Cert CA 2 - 15", where <xxxxx> is a string of five alphanumeric characters generated by the CA system. (For certificates issued before 1 July 2019, URL of CRL Distribution Point is http://crl1.hongkongpost.gov.hk/crl/eCertCA2-15CRL1_<xxxxx>.crl) HKPost

CA publishes a number of partitioned CRLs. If a certificate is suspended or revoked, its information will be published in the partitioned CRL at the URL specified in this CRL Distribution Point field.

2. Format of e-Cert (Organisational) Certificate

2.1 Under root CA “Hongkong Post Root CA 2”

For e-Cert (Organisational) issued by Sub CA “Hongkong Post e-Cert CA 2 - 17”: -

Field Name		Field Content
Standard fields		
Version		X.509 v3
Serial number		[20-byte hexadecimal number set by HKPost CA system]
Signature algorithm ID		sha256RSA
Issuer name		cn=Hongkong Post e-Cert CA 2 - 17, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
Validity period	Not before	[UTC time set by HKPost CA system]
	Not after	[UTC time set by HKPost CA system]
Subject name		cn=[Authorised User's name] ^(Note 1) e=[email address] ^(Note 2) ou=[SRN] ^(Note 3) ou=[(BRN or IRD Reference Number)+CI/CR+Others] ^(Note 4) ou=[Subscriber Organisation Name] ^(Note 5) ou=[Subscriber Organisation branch/dept] ^(Note 5) o=Hongkong Post e-Cert (Organisational) c=HK
Subject public key info		Algorithm ID: RSA Public Key: 2048-bit key size
Issuer unique identifier		Not used
Subject unique identifier		Not used
Standard extension ^(Note 6)		
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
	Serial number	[Inherited from Issuer]
Key usage		Non-repudiation, Digital Signature, Key Encipherment (This field will be set Critical.)
Certificate policies		Policy Identifier = [OID] ^(Note 7) Policy Qualifier Id = CPS Qualifier : [URL of CPS]
Subject alternative name	DNS	[0 to 10 application-specific code(s)] ^(Note 10)
	First Directory Name	ou=[Subscriber Organisation's Chinese name] ^(Note 5) ou=[Subscriber Organisation's Chinese branch/dept name] ^(Note 5)
	Rfc822	[Applicant's email address] ^(Note 2)
Issuer alternative name		Not used
Basic constraints	Subject type	End Entity
	Path length constraint	None
Extended key usage		SSL Client, Adobe Authentic Documents Trust
CRL distribution points		Distribution Point Name = [URL of CRL Distribution Point] ^(Note 11)
Netscape extension ^(Note 6)		
Netscape cert type		Not used
Netscape SSL server name		Not used
Netscape comment		Not used

For e-Cert (Organisational) with MR Status issued by Sub CA “Hongkong Post e-Cert CA 2 - 15”: -

Field Name		Field Content
Standard fields		
Version		X.509 v3
Serial number		[20-byte hexadecimal number set by HKPost CA system]
Signature algorithm ID		sha256RSA
Issuer name		cn=Hongkong Post e-Cert CA 2 - 15, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
Validity period	Not before	[UTC time set by HKPost CA system]
	Not after	[UTC time set by HKPost CA system]
Subject name		cn=[Authorised User's name] ^(Note 1) e=[email address] ^(Note 2) ou=[SRN] ^(Note 3) ou=[(BRN or IRD Reference Number)+CI/CR+Others] ^(Note 4) ou=[Subscriber Organisation Name] ^(Note 5) ou=[Subscriber Organisation branch/dept] ^(Note 5) o=Hongkong Post e-Cert (Organisational) c=HK
Subject public key info		Algorithm ID: RSA Public Key: 2048-bit key size
Issuer unique identifier		Not used
Subject unique identifier		Not used
Standard extension ^(Note 6)		
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
	Serial number	[Inherited from Issuer]
Key usage		Non-repudiation, Digital Signature (This field will be set Critical.)
Certificate policies		Policy Identifier =[OID] ^(Note 7) Policy Qualifier Id = CPS Qualifier : [URL of CPS] Policy Identifier =2.16.344.8.2.2008.810.2.2018.1.1 ^(Note 8) Policy Qualifier Id = CPS Qualifier : [URL of CPS] Policy Identifier = 1.3.6.1.4.1.16030.1.4 ^(Note 9) Policy Qualifier Id = CPS Qualifier : [URL of CPS]
Subject alternative name	DNS	[0 to 10 application-specific code(s)] ^(Note 10)
	First Directory Name	ou=[Subscriber Organisation's Chinese name] ^(Note 5) ou=[Subscriber Organisation's Chinese branch/dept name] ^(Note 5)
	Rfc822	[Applicant's email address] ^(Note 2)
Issuer alternative name		Not used
Basic constraints	Subject type	End Entity
	Path length constraint	None
Extended key usage		SSL Client, Adobe Authentic Documents Trust
CRL distribution points		Distribution Point Name = [URL of CRL Distribution Point] ^(Note 12)
Netscape extension ^(Note 6)		
Netscape cert type		Not used
Netscape SSL server name		Not used
Netscape comment		Not used

Note

1. Authorised User name format: Surname (in capital) + Given name (e.g. CHAN Tai Man David).
2. Email address provided by Authorised User (blank if null). That email address has not been verified.
3. SRN: 10-digit Subscriber Reference Number
4. Business Registration Certificate Number (BRN): a string of 16 digits/alphabets [filled with all zeroes if BRN is not available]. Alternatively for organisations who present a copy of certification letter issued by the Inland Revenue Department in place of a copy of Business Registration Certificate, the IRD Reference Number of the certification letter, which is a string of 8 digits/alphabets, together with 8 trailing zeros, is included in BRN field. Certificate of Incorporation (CI)/ Certificate of Registration (CR): a string of 8 digits/alphabets [filled with leading zeros if CI/CR is shorter than 8 digits/alphabets, all zeroes if CI/CR is not available, or all zeros for Limited Partnership Fund (LPF)]. Others: a string of max. 30 digits/alphabets (blank if null). For HKSAR government departments, BRN and CI/CR are filled with zeroes, department name in abbreviation (e.g. HKPO for Hongkong Post) is placed in Others. For an organisation who is registered as an LPF under the Limited Partnership Fund Ordinance (Cap. 637), the respective CR is placed in Others.
5. For organisations who subscribe to e-Cert and are companies with company names in the Chinese language only, a default name "****CHINESE NAME ONLY****" will be set for the company's English name. In all circumstances when the company's Chinese name is provided and verified by HKPCA, it will be included in the First Directory Name of the Subject Alternative Name field (see Section 3.1.1.6 of this CPS). Chinese name must adopt the international coding standard ISO/IEC 10646.
6. All standard extensions and Netscape extensions are set as "non-critical" unless otherwise specified.
7. The OID of this CPS is included in this field. Please refer to Section 1.1 of this CPS for the OID of this CPS.
8. The OID of the MRCP is added in this field for identification of the certificate which is issued in compliance with MRCP.
9. The OID for supporting Adobe PDF signing is added in this field.
10. The application-specific code for particular application is defined in this field (see **Appendix H**).
11. URL of CRL Distribution Point is <http://crl1.eCert.gov.hk/crl/eCertCA2-17CRL2.crl> which is a partitioned CRL issued by the Sub CA "Hongkong Post e-Cert CA 2 - 17". (For certificates issued before 1 July 2019, URL of CRL Distribution Point is <http://crl1.hongkongpost.gov.hk/crl/eCertCA2-17CRL2.crl>)
12. URL of CRL Distribution Point is <http://crl1.eCert.gov.hk/crl/eCertCA2-15CRL2.crl> which is a partitioned CRL issued by the Sub CA "Hongkong Post e-Cert CA 2 - 15". (For certificates issued before 1 July 2019, URL of CRL Distribution Point is <http://crl1.hongkongpost.gov.hk/crl/eCertCA2-15CRL2.crl>)

3. Format of e-Cert (Encipherment) Certificate

3.1 Under root CA “Hongkong Post Root CA 2”

For e-Cert (Encipherment) issued by Sub CA “Hongkong Post e-Cert CA 2 - 17”: -

Field Name		Field Content
Standard fields		
Version		X.509 v3
Serial number		[20-byte hexadecimal number set by HKPost CA system]
Signature algorithm ID		sha256RSA
Issuer name		cn=Hongkong Post e-Cert CA 2 - 17, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
Validity period	Not before	[UTC time set by HKPost CA system]
	Not after	[UTC time set by HKPost CA system]
Subject name		cn=[Authorised Unit name] ^(Note 1) e=[email address] ^(Note 2) ou=[SRN] ^(Note 3) ou=[BRN+CI/CR+Others] ^(Note 4) ou=[Subscriber Organisation Name] ^(Note 5) ou=[Subscriber Organisation branch/dept] ^(Note 5) o=Hongkong Post e-Cert (Encipherment) c=HK
Subject public key info		Algorithm ID: RSA Public Key: 2048-bit key size
Issuer unique identifier		Not used
Subject unique identifier		Not used
Standard extension ^(Note 6)		
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2, o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK
	Serial number	[Inherited from Issuer]
Key usage		Digital Signature, Key Encipherment (This field will be set Critical.)
Certificate policies		Policy Identifier = [OID] ^(Note 7) Policy Qualifier Id = CPS Qualifier : [URL of CPS]
Subject alternative name	DNS	Not used
	Rfc822	[email address] ^(Note 2)
Issuer alternative name		Not used
Basic constraints	Subject type	End Entity
	Path length constraint	None
Extended key usage		SSL Client
CRL distribution points		Distribution Point Name = [URL of CRL Distribution Point] ^(Note 8)
Netscape extension ^(Note 6)		
Netscape cert type		Not used
Netscape SSL server name		Not used
Netscape comment		Not used

Note

1. Name of the Authorised Unit of the Subscriber Organisation.
2. Email address provided by the Authorised Representative

3. SRN: 10-digit Subscriber Reference Number
4. Business Registration Certificate Number (BRN): a string of 16 digits/alphabets [filled with all zeroes if BRN is not available]. Certificate of Incorporation (CI)/ Certificate of Registration (CR): a string of 8 digits/alphabets [filled with leading zeros if CI/CR is shorter than 8 digits/alphabets, all zeroes if CI/CR is not available, or all zeros for Limited Partnership Fund (LPF)]. Others: a string of max. 30 digits/alphabets (blank if null). For HKSAR government departments, BRN and CI/CR are filled with zeroes, department name in abbreviation (e.g. HKPO for Hongkong Post) is placed in Others. For an organisation who is registered as an LPF under the Limited Partnership Fund Ordinance (Cap. 637), the respective CR is placed in Others.
5. For organisations who subscribe to e-Cert and are companies with company names in the Chinese language only or who have provided their company's Chinese name only, their company names will not be included in this field (see Section 3.1.1.6 of this CPS).
6. All standard extensions and Netscape extensions are set as “non-critical” unless otherwise specified.
7. The OID of this CPS is included in this field. Please refer to Section 1.1 of this CPS for the OID of this CPS.
8. URL of CRL Distribution Point is <http://crl1.eCert.gov.hk/crl/eCertCA2-17CRL2.crl> which is a partitioned CRL issued by the Sub CA “Hongkong Post e-Cert CA 2 - 17”. (For certificates issued before 1 July 2019, URL of CRL Distribution Point is <http://crl1.hongkongpost.gov.hk/crl/eCertCA2-17CRL2.crl>)

Appendix C - Hongkong Post Certificate Revocation Lists (CRLs) and Authority Revocation List (ARL) Format

The Appendix C of this CPS provides the arrangement of updating and publishing the Certificate Revocation Lists (CRLs) issued by the Sub CAs “Hongkong Post e-Cert CA 2 - 15”, “Hongkong Post e-Cert CA 2 - 17”, as well as the Authority Revocation List (ARL) issued by the Root CA “Hongkong Post Root CA 2”. Additionally, it specifies the format of these CRLs and ARL.

HKPost updates and publishes the following Certificate Revocation Lists (CRLs) containing information of e-Certs suspended or revoked under this CPS 3 times daily at 09:15, 14:15 and 19:00 Hong Kong Time (i.e. 01:15, 06:15 and 11:00 Greenwich Mean Time (GMT or UTC)):

- a) **Partitioned CRLs** that contain Information of suspended or revoked certificates in groups. Each of the partitioned CRLs is available for public access at the following locations (URLs):
 - i. e-Cert (Personal) issued by Sub CA “Hongkong Post e-Cert CA 2 - 17” :
http://crl1.eCert.gov.hk/crl/eCertCA2-17CRL1_<xxxxx>.crl
 where <xxxxx> is a string of five alphanumeric characters.
 (For certificates issued before 1 July 2019, URL of CRL Distribution Point is http://crl1.hongkongpost.gov.hk/crl/eCertCA2-17CRL1_<xxxxx>.crl)
 - ii. e-Cert (Personal) with MR Status issued by Sub CA “Hongkong Post e-Cert CA 2 - 15” :
http://crl1.eCert.gov.hk/crl/eCertCA2-15CRL1_<xxxxx>.crl
 where <xxxxx> is a string of five alphanumeric characters.
 (For certificates issued before 1 July 2019, URL of CRL Distribution Point is http://crl1.hongkongpost.gov.hk/crl/eCertCA2-15CRL1_<xxxxx>.crl)
 - iii. e-Cert (Organisational) and e-Cert (Encipherment) issued by Sub CA “Hongkong Post e-Cert CA 2 - 17” :
<http://crl1.eCert.gov.hk/crl/eCertCA2-17CRL2.crl>
 (For certificates issued before 1 July 2019, URL of CRL Distribution Point is <http://crl1.hongkongpost.gov.hk/crl/eCertCA2-17CRL2.crl>)
 - iv. e-Cert (Organisational) with MR Status issued by Sub CA “Hongkong Post e-Cert CA 2 - 15” :
<http://crl1.eCert.gov.hk/crl/eCertCA2-15CRL2.crl>
 (For certificates issued before 1 July 2019, URL of CRL Distribution Point is <http://crl1.hongkongpost.gov.hk/crl/eCertCA2-15CRL2.crl>)
- b) **Full CRLs** that contain Information of all suspended or revoked certificates that are issued by the Sub CA “Hongkong Post e-Cert CA 2 - 15” and “Hongkong Post e-Cert CA 2 - 17” respectively. Each of the full CRLs is available at the following locations (URLs):
 - i. Certificates issued by Sub CA “Hongkong Post e-Cert CA 2 - 15” :
<http://crl1.eCert.gov.hk/crl/eCertCA2-15CRL1.crl> or
<ldap://ldap1.eCert.gov.hk> (port 389, cn=Hongkong Post e-Cert CA 2 - 15 CRL1, o=Hongkong Post, c=HK)
 - ii. Certificates issued by Sub CA “Hongkong Post e-Cert CA 2 - 17” :
<http://crl1.eCert.gov.hk/crl/eCertCA2-17CRL1.crl> or
<ldap://ldap1.eCert.gov.hk> (port 389, cn=Hongkong Post e-Cert CA 2 - 17 CRL1, o=Hongkong Post, c=HK)

The URL for accessing the relevant CRL that contains the information of the revoked certificate is specified in the “CRL Distribution Points” field of the certificate.

Under normal circumstances, HKPost shall publish the latest CRL as soon as possible after the update time. HKPost may need to change the above updating and publishing schedule of the CRL without prior notice if such changes are

considered to be necessary under unforeseeable circumstances. Where circumstances warrant, HKPost may also publish supplementary update of CRLs at the HKPost web site at <http://www.eCert.gov.hk/> on ad hoc basis without prior notice.

HKPost updates and publishes the Authority Revocation List (ARL) containing information of revoked Sub CA certificates under this CPS. HKPost shall update and publish the ARL annually before its next update date or when necessary. The latest ARL is available at the following location:

- i. Sub CA certificates issued by Root CA “Hongkong Post Root CA 2”:
<http://crl1.eCert.gov.hk/crl/RootCA2ARL.crl> or
 ldap://ldap1.eCert.gov.hk (port 389, cn=Hongkong Post Root CA 2, o=Hongkong Post, c=HK)

(I) Format of Partitioned and Full CRL issued by the Sub CA “Hongkong Post e-Cert CA 2 - 15” under this CPS:

Standard Fields	Sub-fields	Field Contents of Partitioned CRL	Field Contents of Full CRL	Remarks
Version		v2		This field describes the version of encoded CRL as X.509 v2.
Signature algorithm ID		sha256RSA		This field contains the algorithm identifier for the algorithm used to sign the CRL.
Issuer name		cn=Hongkong Post e-Cert CA 2 - 15, o=Hongkong Post, l=Hong Kong, s=Hong Kong, 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 by which 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.
Revoked certificates	User certificate	[Certificate Serial Number]		Revoked certificates are listed by their serial numbers.
	Revocation date	[UTC time]		The date on which the revocation occurred is specified.
	CRL entry extensions			
	Reason code	[Revocation Reason Code]		(Note 1)
Standard extension (Note 2)				
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2 o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK		This field provides a means of identifying the Public Key corresponding to the Private Key used to sign a CRL.
	Serial number	[Inherited from Issuer]		This field indicates the serial number of the issuer certificate.

Standard Fields	Sub-fields	Field Contents of Partitioned CRL	Field Contents of Full CRL	Remarks
CRL number		[Generated by CA system – each partitioned CRL has its own sequence]		The CRL Number is generated in sequence for each CRL issued by a CA.
Issuer distribution point		[DER Encoded CRL Distribution Point] (This field will be set Critical.)	Not used	This field is used for Partitioned CRLs only.

(II) Format of Partitioned and Full CRL issued by the Sub CA “Hongkong Post e-Cert CA 2 - 17” under this CPS:

Standard Fields	Sub-fields	Field Contents of Partitioned CRL	Field Contents of Full CRL	Remarks
Version		v2		This field describes the version of encoded CRL as X.509 v2.
Signature algorithm ID		sha256RSA		This field contains the algorithm identifier for the algorithm used to sign the CRL.
Issuer name		cn=Hongkong Post e-Cert CA 2 - 17, o=Hongkong Post, l=Hong Kong, s=Hong Kong, 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 by which 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.
Revoked certificates	User certificate	[Certificate Serial Number]		Revoked certificates are listed by their serial numbers.
	Revocation date	[UTC time]		The date on which the revocation occurred is specified.
	CRL entry extensions			
	Reason code	[Revocation Reason Code]		(Note 1)
Standard extension (Note 2)				

Standard Fields	Sub-fields	Field Contents of Partitioned CRL	Field Contents of Full CRL	Remarks
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA 2 o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK		This field provides a means of identifying the Public Key corresponding to the Private Key used to sign a CRL.
	Serial number	[Inherited from Issuer]		This field indicates the serial number of the issuer certificate.
CRL number		[Generated by CA system – each partitioned CRL has its own sequence]		The CRL Number is generated in sequence for each CRL issued by a CA.
Issuer distribution point		[DER Encoded CRL Distribution Point] (This field will be set Critical.)	Not used	This field is used for Partitioned CRLs only.

(III) Format of ARL issued by the root CA “Hongkong Post Root CA 2” under this CPS :

Standard Fields	Sub-fields	Field Contents of ARL	Remarks
Version		v2	This field describes the version of encoded ARL as X.509 v2.
Signature algorithm ID		sha256RSA	This field contains the algorithm identifier for the algorithm used to sign the ARL.
Issuer name		cn=Hongkong Post Root CA 2 o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK	This field identifies the entity who has signed and issued the ARL.
This update		[UTC time]	“This Update” indicates the date the ARL was generated.
Next update		[UTC time]	“Next Update” contains the date by which the next ARL will be issued, but it will not be issued any later than the indicated date. Notwithstanding this, the ARL is updated and issued on an annual basis as stated in the CPS.
Revoked certificates	User certificate	[Certificate Serial Number]	Revoked certificates are listed by their serial numbers.
	Revocation date	[UTC time]	The date on which the revocation occurred is specified.
	CRL entry extensions		
	Reason code	[Revocation Reason Code]	(Note 2)
Standard extension (Note 3)			
Authority Key Identifier	Issuer	cn=Hongkong Post Root CA2 o=Hongkong Post, l=Hong Kong, s=Hong Kong, c=HK	This field provides a means of identifying the Public Key corresponding to the Private Key used to sign a ARL.

Standard Fields	Sub-fields	Field Contents of ARL	Remarks
	Serial number	[Inherited from Issuer]	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 ARL issued by a CA.
Issuer distribution point		Only Contains User Certs=No Only Contains CA Certs=Yes Indirect CRL=No (This field will be set Critical.)	

Note

- The following reason codes may be included in the field:
 - 1 = keyCompromise, 3 = affiliationChanged, 4 = superseded,
 - 5 = cessationOfOperation, 6 = certificateHold, 9 = privilegeWithdrawn
 Otherwise, no revocation reason code will be included at CRL entry extensions.
- For ARL relating to Root CA or Sub CA Certificates, including Cross Certificates, one of the following reason codes must be included in the field:
 - 0 = Unspecified, 1 = Key compromise, 2 = CA compromise, 3 = Affiliation changed,
 - 4 = Superseded, 5 = Cessation of operation
- All fields will be set “non-critical” unless otherwise specified.

Appendix D - Summary of Hongkong Post e-Cert Features

1) e-Cert (Personal)

Features	e-Cert (Personal)	e-Cert (Personal) with MR Status	e-Cert (Personal) issued to persons aged under 18
Subscribers	Holders of valid HKID Card who are 18 or above		Holders of valid HKID Card who are under 18
Reliance Limit	HK\$200,000		HK\$0
Recognized Certificate	Yes		
Key pair size	2048-bit RSA		
Key pair generation	By HKPost on behalf of the Subscriber through the central key generation service.		
Identity verification	Authentication of the Applicant's identity		
Usage of certificate	Digital Signature and Encryption	Digital Signature only	Digital Signature and Encryption
Subscriber's information included in the certificate	- English name as appeared on the HKID Card; - HKID number encrypted as a hash value; - Email address; and - Subscriber Reference Number (SRN) generated by the HKPost CA system		
Subscription Fees	(See Section 9.1.1 of this CPS)		
Certificate Validity	One year		
	(See Section 4.6.3.1 and 6.3.2 of this CPS.)		

2) e-Cert (Organisational) and e-Cert (Encipherment)

<u>Features</u>	<u>e-Cert (Organisational) al)</u>	<u>e-Cert (Organisational) with MR Status</u>	<u>e-Cert (Encipherment)</u>
Subscribers	Organisations that hold a valid business registration certificate ^(Note 1) issued by the Government of the Hong Kong SAR, statutory bodies of Hong Kong whose existence is recognized by the laws of Hong Kong and bureaux, departments or agencies of Government of HKSAR		
Certificate Holders	Authorised Users who are members or employees of the Organisation as the Subscriber	Authorised Units of the Organisation as the Subscriber	
Reliance Limit	HK\$200,000		
Recognized Certificate	Yes		
Key pair size	2048-bit RSA		
Key pair generation	By HKPost on behalf of the Subscriber through the central key generation service.		
Identity verification	Authentication of the identity of the organisation and its Authorised Representative		
Usage of certificate	Digital Signature and Encryption	Digital Signature	Digital Signature and Encryption
Subscriber’s information included in the certificate	▪ Subscriber Organisation’s name, including its Chinese name if provided ▪ Authorised User’s name and email address ▪ Subscriber Reference Number (SRN) generated by the HKPost system ▪ Subscriber Organisation’s company/business registration information^(Note 2)		▪ Subscriber Organisation’s name ▪ Authorised Unit’s name and email address

Features	<u>e-Cert (Organisational)</u>	<u>e-Cert (Organisational) with MR Status</u>	<u>e-Cert (Encipherment)</u>
			▪ Subscriber Reference Number (SRN) generated by the HKPost system ▪ Subscriber Organisation's company/business registration information
Subscription Fees and Administration Fees	(see Section 9.1.1 of this CPS)		
Certificate Validity	One year		
	(see Sections 4.6.3.2 and 6.3.2 of this CPS)		

Note

1. For subscribers of e-Cert (Organisational) apart from the subscribers of e-Cert (Organisational) with MR Status, organisations that hold a valid certification letter issued by the Inland Revenue Department of the Government of Hong Kong SAR to Reporting Financial Institution / Reporting Entity / Part 4AA Entity as referred in Inland Revenue Ordinance (Cap. 112) are also acceptable (see Section 1.2.3.2).
2. For organisations that hold a valid certification letter issued by the Inland Revenue Department of the Government of Hong Kong SAR to Reporting Financial Institution / Reporting Entity / Part 4AA Entity as referred in Inland Revenue Ordinance (Cap. 112), only the IRD Reference Number of the certification letter will be included in the certificate.

Appendix E - List of Registration Authorities for the Hongkong Post e-Cert, if any

With effect from the date of this CPS, no Registration Authority for Hongkong Post e-Cert is appointed.

Appendix F - List of Subcontractor(s) of Certizen Limited for Hongkong Post e-Cert Services, if any

As at the date of this CPS, no Subcontractor of Certizen Limited for Hongkong Post e-Cert Services, for the purpose of this CPS, is appointed.

Appendix G - Lifespan of CA root certificates

Reference	Name of the HKPost CA root certificate	Lifespan	Remarks
1	Hongkong Post Root CA 2	5 September 2015 - 5 September 2040	This root CA commences to issue Sub CAs with effect from 5 September 2015.
2	Hongkong Post e-Cert CA 2 - 15	7 July 2026 - 5 September 2030	This certificate is reissued without rekey by the Root CA “Hongkong Post Root CA 2” to issue e-Cert under this CPS to applicants with effect from 1 October 2026.
3	Hongkong Post e-Cert CA 2 - 17	23 September 2026 - 12 August 2032	This certificate is reissued without rekey by the Root CA “Hongkong Post Root CA 2” to issue e-Cert under this CPS to applicants with effect from 1 October 2026.

Appendix H – List of Particular Applications and Corresponding Application-specific Codes for Hongkong Post e-Cert

Name of Particular Relying Party	Particular Application	Classes of Certificate	Application-specific code as defined in DNS field of Subject Alternative Name field in Certificate
Inland Revenue Department of the Government of the Hong Kong SAR	AEOI ^(Note 1) Functions	e-Cert (Organisational) except e-Cert (Organisational) with MR Status	“IRD_AEOI”

Note

1. AEOI stands for Automatic Exchange of Information