Annex A21
Digital Certification Services Regulations

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Definitions

Digital Certification Services:

These are services provided by the Digital Certification Services Provider licensed by CITC, and these services include the issuance of digital certificates or any service related thereto from the National Center for Digital Certification (NCDC).

"**User" or "Beneficiary":**

Any person who uses and benefits from the services provided by the Service Provider in accordance with the terms and conditions set out in this Service Authorization

"**Service Provider":**

The entity authorized to provide Digital Certification Services

"**Service Authorization":**

A Service Provider holding a General Class License granted an authorization by CITC to provide a specific service under the list of services of the General Class License that requires such an authorization

First: Obligations of the Digital Certification Services Provider

In addition to the obligations stipulated in the License Classification Regulations for the General Class License, the Service Provider shall comply with applicable regulations in KSA, including the Telecommunications Law, its Implementing Regulations, the Electronic Transactions Law and its Implementing Regulations, which can be accessed via the Ministry's Website (www.mcit.gov.sa) or CITC's Website (www.citc.gov.sa), including, but not limited to, the following:

1. Informing the beneficiaries (users) of the digital certification services of the provisions of Article XXII of the Electronic Transactions Law (Obligations of the Certificate Holder).
2. The regulatory requirements and Registration Center policies and procedures contained in the digital certification service provider's business portfolio referred to in a separate Annex.
3. The Digital Certificate Policy (CP) of the Center issued by NCDC.
4. The Privacy Policy issued by the NCDC; available on its website (www.ncdc.gov.sa), and protecting the privacy and accounts of subscribers.
5. Compliance with what the CITC and the NCDC deem in amendment or addition to the requirements of the services provided, as required by the regulations and the interest of beneficiaries (users).
6. Providing service to beneficiaries without discrimination.
7. Providing digital certification services according to the service deployment plan.

8. Renewing its Authorization at least thirty (30) days before the end of the term thereof. In case of willing not to renew, or to revoke or waive the Authorization, the Service Provider shall provide NCDC with a plan detailing the procedures to be taken no less than thirty (30) days.
9. Ensuring the authenticity of the certified information contained in the certificate upon delivery thereof, and the authenticity of the relationship between the certificate holder and its electronic data, and it shall also be responsible for the damage caused to any person who trusted, in good-faith, the same.
10. Appointment of sufficient staff in the Registration Centers with expertise in information technology and security, providing service to beneficiaries, providing 24-hour Call Center for emergencies and revocation of certificates. The staff responsible for registering the certificates and verifying the identity and data of subscribers shall be Saudis.
11. All devices, software and servers used in the digital certification processes shall be located within KSA.
12. Providing CITC and NCDC with all the information requested thereby.
13. Providing the needed facilities for NCDC, or its representative, to perform the auditing in accordance with the auditing procedures approved thereby.
14. Providing periodic reports every six (6) months or as requested by NCDC about the services it provides, including the number of registered beneficiaries.
15. Notifying NCDC immediately of any emergency problem, such as breaches of the Service Provider's system or other problems that may affect the services of the (beneficiaries) users.
16. The annual fee for issuing the digital certificate shall be as follows:
17. The cost of issuing an ordinary digital certificate to individuals shall be no more than SAR100.
18. The cost of issuing an ordinary digital certificate to businesses shall be no more than SAR100.000.
19. Issuance of the digital certificate of the subscriber shall be within a maximum of five (5) working days from the date of the subscriber's application.
20. Revocation of the digital certificate upon receipt of the revocation application from the subscriber and in accordance with the procedures determined by NCDC in coordination with CITC.
21. The relationship between the Licensee and the users shall be governed by CITC's Regulations, the provisions of the Electronic Transactions Law and its Implementing Regulations, the terms and conditions of this License, in addition to the provisions of the declarations issued by the Licensee that do not contradict or that are consistent with CITC's Regulations.
22. Making the equipment required for providing the service in compliance with the technical standards approved by CITC and NCDC, and that their use shall be confined to providing the services covered by this License.
23. Non-use of the user contact numbers, e-mail addresses, or user-generated numbers or exploit the same in any way, such as using them in ad campaigns, or selling of the databases that are available to the Licensee which contain the said numbers and addresses to any other party without the prior permission of the owners thereof.
24. Providing technical capability for providing regulatory requirements in its network equipment and devices through which other equipment and devices can be

connected, and the Requirements Form of Use and Operation of Network shall be signed off.

25. Providing technical capability in its network devices and equipment through which user data can be identified for reference thereto when needed, for a period of no less than twelve (12) months or as approved by CITC.
26. The Licensee shall commercially launch the digital certification services for the public at the maximum of one (1) year from the date of issuance of the Service Authorization. In case of non-compliance therewith, CITC shall be entitled to revoke the License and confiscate the bank guarantee without compensation.
27. The Service Provider shall adhere to the General Conditions and all other relevant License Conditions specified in the License Classification Regulation

Second: Duration of Service Authorization

The Service Provider can offer this service as long as it has a valid General Class License and a valid Service Authorization to offer this service

A Service Authorization for this service is typically issued for a duration of 5 years

Third: Service Authorization Fees

The Service Provider shall pay to CITC the fees as prescribed in the License Fee Regulation

Annex (1) Service Authorization

The Service Authorization for Digital Certification Service will be as per 'Appendix E:

Draft Service Authorization Annexure' in the 'License Classification Regulations'