



Lleida.net eIDAS

Policy and practice statements for the provision of registered electronic delivery service

Lleida.net
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Documentation Control

Description

The purpose of this document is to describe compliance concerning the purpose and content with the provisions of ETSI EN 319 401 General Policy Requirements for Trust Service Providers and ETSI EN 319 521 Policy and security requirements for Electronic Registered Delivery Service Providers as well as the technical aspects of the electronic registered delivery service provided for in article 44 of the eIDAS Regulation.

Historical documentation

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3	25/05/2017	Jordi Ramón	RTO and RPO Actions added to be run on completion
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8	15/11/2019	Eva Pané	Updates to the references to the standard EN 319 521. Generic reference to qualified certificate providers
9	29/01/2020	Eva Pané	Added references to Firmaprofesional and Camerfirma
10	26/05/2021	Eva Pané	Registration custody period revised to 15 years. Regulatory reference Law 6/2020 added
11	23/03/2022	Eva Pané	Links, methods and providers update. Update of providers. Review of Registered electronic delivery section
12	02/05/2022	Eva Pané	A list of providers and a formal obligation

			to periodically approve the document have been included.
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Document classification and status

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Related documents

Description

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0 Introduction

LLEIDANETWORKS SERVEIS TELEMÀTICS, S.A. is a communications operator authorised by the Telecommunications Market Commission for the provision of data transfer-Internet access provider services (10/12/1998); Fixed telephony services (11/05/2005); Data transfer - Message storage and resending (23/4/2008); and virtual - full mobile operator (5/12/2008), particularly specialising at present in the provision of trust services to ensure the security of legal documents on the Internet as well as their security and registered sending and notification.

For this purpose, the company is established as a Trust Electronic Services Provider under the name of Lleida.net.Lleida.net under the provisions of Regulation EU 910/2014 (hereinafter, eIDAS Regulation) of the European Parliament and of the Council, of 23 July 2014, regarding electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93 / EC with effect from 1 July 2016.

1 | Description of the services

This document sets out the terms of Lleida.net's business, which comply with the provisions of ETSI EN 319 401 General Policy Requirements for Trust Service Providers and ETSI EN 319.

The provisions herein apply to all parties of Lleida.net services, including relying parties. All of them must be aware of the content of this document and adjust their actions to the provisions therein.

Third-party organisations and independent authorities may also use this document to verify and certify that Lleida.net is acting under the policies and practices outlined in it.

For this policy, Lleida.net provides the following trust services:

1. Electronic registered delivery
2. Services relating to electronic registered delivery
 - Identification of senders and recipients
 - Record and electronic file documents

1.1 Scope

This document establishes the general rules for the operation of Lleida.net and the provision of the different services and the terms of use, and technical and organisational security measures implemented by Lleida.net

1.2 Scope of Application

Lleida.net services are offered subject to the version of this current document; this version will determine its validity and effects.

1.3 Document management, validity and advertising

1.3.1 Validity

Only the Policy Management Authority can approve Lleida.net Policies and Declarations of Practices. This approval must be expressly stated.

Without prejudice to the provisions for modifying the Policies and declaration of practices and for a situation where Lleida.net ceases its activities, this document shall be valid for an indefinite period.

The invalidity of one or more of these policies' provisions and declaration of practices will not affect the rest of the document. In this case, said provisions will be considered not included.

1.3.2 Amendments

Only the Policy Management Authority may approve modifications to Lleida.net Policies and Declarations of Practices.

A change of version will be considered to exist when, at the discretion of the Policy Management Authority, the modifications may affect the acceptability of Lleida.net services. Otherwise, only the new wording of the same version will be considered.

1.3.3 Publication

Lleida.net Policies and declaration of practices will be published immediately after initially approved and, as applicable, upon modification. The website address (URL) for the publication is: <https://www.lleida.net/docs/es/psc01-politicas-declaracion-practicas-lleidanetpsc.pdf>

1.3.4 Contact Details LLEIDANETWORKS

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2. Lleida.net trusted services general policies

2.1 Lleida.net Organization

2.1.1 Lleida.net Policies Administration Body

The Policy Administration Manager is a committee of Lleida.net who will approve these Policies and Declaration of Practices and any modifications. All Lleida.net policy documents and statements of practices must be approved by the Policy Management Body at least once a year, assessing the need to notify interested parties in each case.

The Policy Administration Manager is responsible for Lleida.net service provision matching these policies' provisions and declaration of practices and ensuring the proper execution of the established controls. Moreover, this person is responsible for the management, supervision and control of the provision of Lleida.net services and this document's provisions.

The Policy Administration Manager is also responsible for analysing reports of full and partial audits of Lleida.net together with its services and for establishing and supervising, as applicable, any corrective actions to be taken.

The Policy Administration Manager will be appointed and dismissed by Lleida.net management by explicit resolution, of which there must be written proof.

2.2 Obligations

on the part of Lleida.net

Lleida.net assumes responsibility for ensuring that the services provided by Lleida.net are performed under the provisions of these Policies and Statements of Practice, as well as compliance with the requirements and controls set forth herein, along with any applicable legal provisions that may apply. In particular, it undertakes the following obligations:

1. Provide services under the provisions of these Policies and Statements of Practice;
2. Ensure that the documentary evidence issued does not contain any erroneous or false information;

3. Use appropriate technologies and equipment with staff who are specifically trained and informed of their duties;
4. Provide uninterrupted access to its services, except in the event of scheduled interruptions or severe incidents or unforeseen circumstances or force majeure;
5. Conduct reviews and audits as necessary to ensure compliance with applicable legislation, the Policies and Practice Statement and internal regulations;
6. Publish, on its website, information on the incidents that may have affected the services in such a way that it is possible to ascertain which, if any, documentary evidence has been affected.

Of clients/subscribers of Lleida.net services:

1. Use appropriate means when it comes to requesting services and, where appropriate, obtaining the resulting documentary evidence;
2. Know and accept the conditions and limitations on the use of documentary evidence as outlined in the relevant policy;
3. Limit and adapt the use of the documentary evidence resulting from the service under the policy that governs it;
4. Not to monitor the provision of Lleida.net services, nor to tamper with them or alter the correct functioning thereof, nor to reverse engineer the implementation thereof
5. Not to trust documentary evidence for uses other than those permitted in the relevant policy.
6. To be aware of the provisions of these Policies, accepting and subjecting themselves to the provisions thereof and, in particular, to the responsibilities applicable to the acceptance and use of Lleida.net services and the documentary evidence resulting therefrom
7. To notify any unusual event or situation concerning Lleida.net services and/or the documentary evidence issued that could be grounds for revocation.

2.3 Responsibilities of Lleida.net

Lleida.net shall only be liable in the event of non-compliance with the obligations outlined in applicable legislation and in these Policies and Statements of Practice..

Lleida.net shall not assume any responsibility for the use of the evidence issued for any use not authorised in these Policies and Statements of Practice.

Lleida.net is not responsible for the content of documents and data to which its services are applied and shall not be held liable for possible damages in transactions they have been used.

Lleida.net does not represent, in any way, the signatories, document generators or user parties of the documentary evidence it issues.

Lleida.net makes no warranties and assumes no liability to certificate holders or any other evidence issued or to the parties using them other than as outlined in these Policies and Statements of Practice.

Lleida.net has taken out a civil liability insurance policy with coverage of up to seven million euros (€7,000,000.00).

2.4 Personal data and confidentiality

2.4.1 Personal Data Protection

Lleida.net complies with the Data Protection Regulation (EU Regulation 2016/679, of 27 April 2016) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights, and its implementing regulations, guaranteeing Lleida.net's internal rules and procedures concerning the application of the level of security required by these regulations.

When personal data is collected, it must be verified that the person giving consent to the processing of their data has been informed and gives their consent to the processing of their data, to the purpose of such processing, and the inclusion of such data in the file set aside for that purpose by Lleida.net.

Personal data shall not be disclosed to third parties without the express consent of the data subject, except where expressly authorised by law.

2.4.2 Confidential information

Any information that Lleida.net does not expressly declare to be public shall be deemed confidential. In particular, the following information shall be deemed to be confidential:

- The private keys used by Lleida.net and its administrators and operators.
- Information concerning the operations carried out by Lleida.net..
- Information on security, control and audit procedures.
- The personal information of the signatories
-

The information in these Policies and Statements of Practice and any other information that Lleida.net declares will be considered public information.

2.4.3 Duty of secrecy

All persons with an employment or professional relationship with Lleida.net are obliged to maintain the utmost confidentiality vis-à-vis the confidential information to which they have access under this relationship. Lleida.net will inform them in writing, at least at the commencement of the relationship, keeping a record that said the recipient has received information. This obligation shall remain in force once the relationship with Lleida.net has come to an end.

2.5 Audits

Lleida.net will conduct functional audits of Lleida.net. An independent auditor must conduct the audits. Moreover, audits on the trust services will be conducted biannually.

All audits shall verify, as a minimum, that Lleida.net's practices comply with the provisions of these Policies, with the provisions of the administrative authorities as well as with regulations currently in force, and that they have a methodology in place to ensure the quality of the services provided.

2.6 Rates

Lleida.net shall publish the rates it charges for providing each of its services on the website.

Lleida.net shall not charge a fee for access to the information required to verify the validity of documentary evidence issued, nor to these Policies and Statements of Practice, nor to information required by these Policies and Statements of Practice to be made public

2.7 Complaints and Jurisdiction

2.7.1 Communication of complaints

If a User Party has a complaint concerning Lleida.net services, they should report it to Lleida.net by any of the contact channels indicated in section 1.3.4 herein. Lleida.net shall reply to the complaint within one week at the latest. Lleida.net shall reply to the complaint within one week at the latest.

2.7.2 Jurisdiction

The users of Lleida.net services accept the jurisdiction of the courts and tribunals of Lleida concerning any dispute that may arise vis-à-vis the provision of services by Lleida.net, expressly waiving any other jurisdiction that may correspond thereto. International treaties and conventions provisions shall apply if the user is considered a consumer. The amicable resolution of disputes shall always be sought.

3. Policy and basic statement of practice vis-à-vis the provision of the identity validation service

This policy regulates the electronic registered delivery service provided by Lleida.net.

3.1 Basic statement of the electronic registered delivery service

Lleida.net basic declaration for the electronic registered delivery service (ERD) outlines the service's conditions and fundamental aspects, which are outlined in this document along with other specific conditions. Accordingly, by way of this basic statement, Lleida.net hereby states that:

Ownership

ERD is a service provided by LLEIDANETWORKS SERVEIS TELEMÀTICS, S.A., a company whose contact details are in section 1.3.4 of this document.

Service availability

The service availability is the one described in this document.

Publication of the Policy

Users shall have access to this policy or the version applicable at any given time at: <https://www.lleida.net/es/politicas-y-practicas>

Cryptographic Mechanisms

The electronic signature of the certificates to send and receive email is carried out by calculating the hash using SHA256, and using X.509 version 3 certificates and the RFC 3280 "Internet X.509 Public Key Infrastructure Certificate and CRL Profile", with qualified certificates issued by InDenova or Firmaprofesional as a service provider.

Validity of the sending and receipt of certificates electronic deliveries

ERD does not establish any other limitations to the trust that its electronic registered delivery service deserves besides those inherent to the technologies used and the legal assumptions. Lleida.net will always use cryptographic techniques that are considered more advanced, especially those indicated in the TS 119 312 standards.

Applicability

Lleida.net believes that the most appropriate use of the electronic registered service is generating documentary evidence proving sending, reception, and, where applicable, the access / download to/of attached content by one or more recipients of a particular electronic mailing at the time when both are produced.

Obligations

The relying parties' obligations are described in this document.

Operations Record-keeping

Lleida.net records its transactions and saves this information under adequate security conditions

Regulations

The electronic registered delivery service (ERD) by Lleida.net is provided under Spanish and European regulations and standards applicable to this matter with these Policies and the declaration of practices as well as internal Lleida.net rules

Responsibility

Lleida.net's responsibilities and limitations are set out above herein.

Complaints

All claims by users and third parties regarding the provision of the electronic registered delivery service must be communicated as established in the provisions of this document. If no agreement is reached between the parties, the dispute will be submitted to the courts and tribunals listed under the "Jurisdiction" section

Guarantee and Audits

Lleida.net hereby guarantees that the provision of the electronic registered delivery service is compliant with the stipulations included in these Policies and declaration of practices. Accordingly, Lleida.net will carry out periodic audits of the operations of Lleida.net under the guidelines established in this document.

Rates

Lleida.net may request economic compensation for the provision of the electronic registered service under the rates published on its website at any given time.

Providers

Lleida.net uses suppliers to provide the service, namely the following:

- Firmaprofesional, s.a.
- Indenova, s.l.u.

3.2 Community of users

The community of users for electronic registered delivery are the senders and recipients of electronic notifications or third parties who act on their behalf and demonstrate a legitimate interest. The people and entities that trust the certifications issued by Lleida.net are also part of the community.

Lleida.net is responsible for forwarding or making available to the recipients of the messages and for the reliable registration of their reception when this occurs, and, where appropriate, for accessing or downloading attached documentation. It is also liable for generating and issuing signed certificates proving these events and the time they occurred.

Those who request a certified delivery from Lleida.net and the recipients who agree to receive it are considered relying parties. Likewise, those who trust in the sending and receipt certifications issued by Lleida.net.

All of them are subject to the provisions of this policy.

3.3 Basic statement of the electronic registered delivery service

The most appropriate use of electronic registered delivery service is the generation of documentary evidence that confirms the sending, by Lleida.net or a third party, and the receipt, by one or more recipients, of a specific electronic delivery, as well as the time when both were produced and, where appropriate, access to attached documentation or its download so that it can be used for the resolution of disputes.

3.4 Obligations

Besides the obligations established by law and those outlined above, the following specific obligations are established for the provision of the electronic registered delivery service

Lleida.net

1. To verify the forwarding of deliveries or make them available to the addressee(s) in the manner provided for in this policy.
2. To have the appropriate resources so the recipient or recipients of the mailing may securely generate the corresponding receipt confirmation
3. To validate, as applicable, the electronic signature or signatures of the recipients as required by the corresponding Certification Policies.
4. To receive and save delivery status certificates, generating the delivery certificate based on them and making them available to the sender.
5. To receive and keep delivery status certificates, generating the delivery certification based on them and making them available to the sender.
6. To guarantee the confidentiality of mailings, use confidentiality encryption when requested.

Users

1. To guarantee that the mailings sent correspond to a legal relationship with the recipients and are not undesired communications except when the provisions of law cover the mailing.
2. To provide Lleida.net with reliable and updated recipient contact details.
3. When the user accepts a mailing, use an appropriate electronic signature means to generate the corresponding acknowledgement of receipt and, as applicable, to access the encrypted content.
4. To verify the validity of electronic signatures and time stamps included in the certificates of remittance and receipt of deliveries.
5. To communicate any anomalous situation or fact relating to Lleida.net services that may be a cause of the loss of reliability thereof.

Providing parties

1. Guarantee that the digital signature services used for the electronic registered delivery service are qualified according to the eIDAS Regulation.
2. Guarantee that the time-stamping services used for the electronic registered delivery service are qualified according to the eIDAS Regulation.

3. Provide Lleida.net with the digital certificates necessary for the electronic signature and time stamping of the documentation issued by the electronic registered delivery process.
4. Provide Lleida.net with the time-stamping service for the electronic registered delivery process.
5. The services above may be provided internally by Lleida.net once it expands the functionality of its trusted services infrastructure.

3.5 Record of the information on the electronic registered delivery service

Lleida.net keeps records of all relevant information concerning its operations for a period of 15 years once the service has come to an end. Records are protected to ensure the integrity and confidentiality thereof.

The records can be accessed by those with a legitimate interest in accessing them and by the authorities and courts that so require them by the provisions of the law.

In particular, records, including the time at which they were generated, are kept on the following events:

- Requests for the delivery of mailings and the result thereof;
- Acknowledgement of receipt issued by the recipient;
- Sending and receipt certifications;
- Online document access certificates.

The internal ERD management documentation outlines the procedures for generating and saving these records.

3.6 Basic statement of the electronic registered delivery service

3.6.1 Access to the service

Users may request the electronic registered delivery of one or more mailings as provided in the internal ERD management documentation. The access address to the service is <https://tools.lleida.net>

3.6.2 Availability of the service

The electronic registered delivery service is available continuously except during scheduled maintenance, downtime due to third-party services, unforeseen circumstances and situations of force majeure.

3.6.3 Electronic registered delivery

The electronic registered delivery service will be provided for all or some of the following uses:

- Notification of the addressee by email
- With recipient authentication through a specific electronic certificate and encrypted message.

In any case, the sender must provide Lleida.net with the email address and/or mobile phone number of the recipient or recipients of the mailing, the content thereof, and a brief description (subject).

The documentary evidence issued to the relying parties will be in the following format and shall include at least the following:

- A unique serial number;
- The summary (hash *hashhash*) of the sending;
- An express acknowledgement of the nature of the delivery status and its probative nature of the receipt of the sending whose summary is incorporated;
- The sender's identity;
- The recipient's identity;
- The subject; and
- The date and time of receipt

Lleida.net adopts the necessary technical measures to guarantee that the documentary evidence issued to the recipient is secure and includes an advanced electronic signature and a time stamp proving the moment when it was generated with the correct date and time.

3.7 Security measures

Lleida.net has implemented an information security management system certified using the ISO / IEC 27001 standard that reaches the trust services that are the object of this policy.

Therefore, Lleida.net has documented, adopted and implemented a security policy, security organisation as well as the necessary security controls following a risk analysis to mitigate the risk identified in the following areas:

1. Adoption of a security policy, including management guidelines on information security, the set of policies for information security, and the revision thereof.
2. Implementing controls on organisational aspects of information security, allocating responsibilities for security, segregation of duties, information security in project management and implementation of mobility controls. Information security awareness, education and training.
3. Implementation of processes for asset management, implementing an inventory of assets with recommendations on acceptable use thereof based on the classification of the information processed or stored
4. Implementation of hardware and software access control management processes, access control to networks and associated services, user access management, user registration/de-registration management, management of access rights assigned to users, and management of access rights with special privileges.
5. Management of sensitive user authentication information, review, withdrawal or adaptation of user access rights, and the use of sensitive information for authentication.
6. Control of access to systems and applications, with controls in place to restrict access to information, secure login procedures, user password management, use of system administration tools and control of access to source code.
7. Implementing physical and environmental security measures, establishing a perimeter of physical security, physical entrance controls, security of offices and resources, and protection against external and environmental threats.
8. Equipment security control measures, implementation of site controls and protection of equipment, supply facilities, wiring security, equipment maintenance,

and off-site asset exit procedures and off-site equipment and asset security.

9. Creating clear responsibilities, documentation, operating procedures, change management, capacity management, separation of development, test, and production environments, and protection against malicious code.
10. Policies on backup copies, activity and supervision records, activity event recording and management.
11. Technical vulnerability management, information security incident and improvement management, security incident response, and information security continuity planning.

The procedures mentioned are outlined in the internal ERC management confidential document.

4. Termination

Should Lleida.net cease to operate the services set forth herein, it shall notify the relevant Supervisory Authority. This certification body has performed its most recent conformity assessment, as well as all of its current and former customers within the last five years, at least forty-five (45) calendar days before the termination of the service.

Within the notification period, customers may request access, at their own expense, to the documentary evidence generated in their interactions with Lleida.net, which shall endeavour to provide them in a human-readable format. In any case, and for the appropriate legal intents and purposes, Lleida.net shall store the documentary evidence in PDF format under the internal procedures on generating and storing documentary evidence in force as of the expiry of the notification period

Due to the nature of the generated documentary evidence itself and the fact that it is sent to customers and the maintenance of the public key used to sign documentary evidence by the digital signature provider, the transfer of the rights and obligations of the service to a third-party shall not be required if Lleida.net ceases to exist a legal entity.

The actions to be carried out vis-à-vis dissolving the legal entity that is Lleida.net shall be as follows:

- Notify current customers and people who have been customers within the last five years at least forty-five (45) calendar days before the service ends.
- Notify service providers.
- Notification to the Ministry of Industry.
- Delete the private key used to sign the documentary evidence.