



Lleida.net eIDAS

PSC 01.00.00 | Registered Electronic Delivery Service
Provision Policy and Declaration of Practices

Lleida.net
PCiTAL | Edifici H1 2a planta, B Â· 25003 Lleida (Spain)

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Documentation control

Description

The activities of LLEIDANETPSC are governed by the provisions of this document which, as concerns the purpose and content, complies with the provisions of standard ETSI EN 319 401 v2.1.1 General Policy Requirements for Trust Service Providers in addition to the technical aspects of the registered electronic delivery service outlined in article 44 of the eIDAS Regulation.

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Description

Contents

0 Introduction.....	1
Description of the Services.....	2
1.1 Scope.....	2
1.2 Scope of Application	2
1.3 Document Management, Validity and Publication	2
1.3.1 Validity.....	2
1.3.2 Changes.....	3
1.3.3 Publication.....	3
1.3.4 Contact.....	3
2. LLEIDANETPSC General Service Policies	4
2.1 Lleida.net organizational structure.....	4
2.1.1 Lleida.net Policy Administration Manager.....	4
2.2 Obligations	4
2.3 Lleida.net liability.....	5
2.4 Personal Data and Confidentiality.....	6
2.4.1 Personal Data Protection.....	6
2.4.2 Confidential Information.....	6
2.4.3 Secrecy Obligation.....	7
2.5 Audits	7
2.6 Rates.....	7
2.7 Claims and Jurisdiction	7
2.7.1 Communication of Claims	7
2.7.2 Jurisdiction	8
3. Registered Electronic Delivery Service Provision Policy and Basic Declaration of Practices	9
3.1 Registered Electronic Delivery Service Basic Declaration of Practices.....	9
3.2 User's community.....	11
3.3 Uses of the Registered Electronic Delivery Service	11
3.4 Obligations	11
3.5 Information record relating to the registered electronic delivery service.....	12
3.6 Provision of the Registered Electronic Delivery Service.....	13
3.6.1 Access to the service.....	13
3.6.2 Availability of the service.....	13
3.6.3 Registered electronic delivery.....	13
3.7 Security Measures.....	14

4. Termination.....	15
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0 | Introduction

LLEIDANETWORKS SERVEIS TELEMÀTICS, S.A. is a communications operator authorized 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 specializing at present in the provision of trust services to ensure the security of legal documents on the Internet as well as their secure and registered sending and notification.

With this purpose, the company is established as a trust service provider under the name of "Lleida.net Prestador de Servicios de Confianza (hereinafter, LLEIDANETPSC)" pursuant to the provisions of Spanish Law 59/2003, of 19 December, on electronic signatures, Directive 1999/93/EC of the European Parliament and of the Council, of 13 December 1999, on a community framework for electronic signatures (in effect until 30 June 2016) and in Regulation (EU) 910/2014 (hereinafter, eIDAS Regulation) of the European Parliament and of the Council, of 23 July 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, effective 1 July 2016.

1 | Description of the Services

The activities of Lleida.net are governed by the provisions of this document which, as concerns the purpose and content, complies with the provisions of standard ETSI EN 319 401 v2.1.1 General Policy Requirements for Trust Service Providers in addition to the technical aspects of the registered electronic delivery service outlined in article 44 eIDAS Regulation.

The provisions herein apply to all parties to Lleida.net services, including users. All of them must be aware of the content of this document so they may establish their trust in the services provided by Lleida.net and adjust their actions to the provisions therein.

This document may also be used by third party organizations and independent authorities to verify and certify that Lleida.net is acting pursuant to the policies and practices outlined in it.

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

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

1.1 Scope

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

1.2 Scope of Application

Lleida.net services are offered subject to the version of this document in effect at the time they are provided; such version shall determine its validity and effects.

1.3 Document Management, Validity and Publication

1.3.1 Validity

Only the Policy Administration Manager has the ability to approve Lleida.net Policies and Declarations of Practices. This approval must be expressly recorded.

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 the provisions of these Policies and declaration of practices will not affect the rest of the document in such case, said provisions will be considered not included.

1.3.2 Changes

Only the Policy Administration Manager may make and 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 Administration Manager, 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 its declaration of practices will be published immediately after initially approved and, as applicable, upon modification. The web address (URL) for publication shall be:

<https://www.lleida.net/es/certificado-lleidanet>

1.3.4 Contact

LLEIDANETWORKS SERVEIS TELEMÀTICS, S.A.

PCi TAL | Edifici H1 2^a planta, B

25003 Lleida (SPAIN)

info@lleida.net

(+34) 973 282 300

2. LLEIDANET PSC General Service Policies

2.1 Lleida.net organizational structure

2.1.1 Lleida.net Policy Administration Manager

The Policy Administration Manager is a member of Lleida.net who will approve these Policies and Declaration of Practices, as well as any modifications. All Lleida.net policy and declaration of practices documents must be approved by the Policy Administration Manager.

The Policy Administration Manager is responsible for the Lleida.net service provision matching the provisions of these Policies and declaration of practices and for 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, service operation and the properness of the provisions of this document.

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

The Policy Administration Manager will be appointed and dismissed by the Lleida.net management by means of an express resolution which must be in writing.

2.2 Obligations

Of Lleida.net

Lleida.net is liable for the services being provided by Lleida.net in accordance with the provisions of these Policies and declaration of practices and for compliance with all requirements and controls established in them as well as any applicable legal provisions. In particular, it undertakes the following obligations:

1. To provide the services pursuant to the provisions of these Policies and declaration of practices;
2. To guarantee that the proof sent does not contain any erroneous or false data;
3. To use adequate technologies and equipment, and have personnel with specific training who are informed of their obligations;

4. To provide uninterrupted access to its services except in cases of scheduled interruptions or serious incidents or situations of unforeseen circumstances or force majeure;
5. To conduct all reviews and audits necessary to ensure compliance with applicable laws, the Policies and declaration of practices as well as internal rules;
6. To publish information at its website on any incidents that may affect the services so that it is possible to know which proof is affected in a given circumstance.

Of clients/subscribers of Lleida.net services:

1. To use adequate resources for service requests and, as applicable, to obtain the proof resulting from them;
2. To know and accept the conditions and limitations of use of the proof established in the corresponding Policy;
3. To limit and adjust the use of proof resulting from the service as permitted by the Policy regulating them;
4. Do not monitor the provision of the services of Lleida.net or manipulate or alter their correct operation or engage in any reverse engineering relating to their implementation.
5. Do not trust any proof for uses other than those permitted in the corresponding Policy.
6. To be aware of the provisions of these Policies, accepting and abiding by the provisions therein and, in particular, the liability applicable to acceptance and use of Lleida.net services and the resulting proof.
7. To notify any event or anomalous situation relating to Lleida.net services and/or proof sent that may be considered a cause for their revocation.

2.3 Lleida.net liability

Lleida.net will only be liable for a breach of the obligations provided for in applicable laws and in these Policies and declaration of practices.

Lleida.net will not be liable in any way with respect to the use of proof issued for any use not authorized by these Policies and declaration of practices.

Lleida.net is not liable for the content of the documents and data its services are used for and will not be responsible for any damages caused in transactions when they are used.

Lleida.net in no way represents the signers, document generators or users of the proof issued.

Lleida.net does not provide any guarantee or assume any liability whatsoever towards holders of certificates or any other proof issued or towards users thereof except as established in these Policies and declaration of practices.

Lleida.net is covered by civil liability insurance with coverage totalling seven million euros (7,000,000.00 €).

2.4 Personal Data and Confidentiality

2.4.1 Personal Data Protection

Lleida.net applies the provisions of Spanish Organic Law 15/1999, of 13 December on Personal Data Protection (LOPD, as it is known in Spanish) and its implementing regulations, thereby guaranteeing that Lleida.net internal rules and procedures apply the security level required by said regulation.

When personal data must be collected from the signer in order to provide a certain service, there will be verification said party is informed and grants their consent to the processing of their personal data for this purpose and their inclusion in the file declared for such purpose by Lleida.net.

Personal data will not be disclosed to third parties without the express consent of the data holder unless expressly authorized by a Law.

2.4.2 Confidential Information

All information not expressly declared as public by Lleida.net shall be considered confidential. In particular, the following information is considered confidential:

- The private passwords used by Lleida.net and by their managers and operators.
- Information on transactions undertaken by Lleida.net.
- Information on security, control and audit procedures.
- The signing parties' personal information.

The content of these Policies and declaration of practices will be considered public information and, therefore, accessible to third parties as well as any other information declared as such by Lleida.net.

2.4.3 Secrecy Obligation

All people who have an employment or professional relationship with Lleida.net are required to keep all confidential information they gain access to in virtue of said relationship a secret. Lleida.net will inform them in writing at least at the start of the relationship, saving a record that said information has been received by the recipient. This obligation shall survive even after the relationship with Lleida.net has been terminated.

2.5 Audits

Lleida.net will conduct functional audits of Lleida.net. The audits must be conducted by an independent auditor. Moreover, audits of the trusted services will be conducted on a biannual basis.

All audits will verify at the very least that Lleida.net practices match the provisions of these Policies or the provisions set forth by government authorities and the provisions of current laws in addition to verifying there is a methodology that guarantees the quality of the services provided.

2.6 Rates

Lleida.net will publish the rates applied to the provision of each one of its services at its website.

Lleida.net will not charge any fee for access to the information needed to verify the validity of proof issued or to these Policies and declaration of practices nor to the any information which must be made public in virtue of the provisions therein.

2.7 Claims and Jurisdiction

2.7.1 Communication of Claims

When a user wishes to file a claim with respect to Lleida.net services, this must be communicated via any of the means of contact indicated in section 1.3.4 of this document. Lleida.net will answer the claim within a maximum period of one week.

2.7 2 Jurisdiction

Users of Lleida.net services hereby agree to be subject to the jurisdiction of the courts and tribunals of Lleida for any dispute that may arise in relation to the provision of services by Lleida.net, expressly waiving any other jurisdiction that would otherwise correspond. If the user is a consumer, the provisions of international treaties and conventions apply. Friendly dispute resolution will always be preferred.

3. Registered Electronic Delivery Service Provision Policy and Basic Declaration of Practices

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

3.1 Registered Electronic Delivery Service Basic Declaration of Practices

The Lleida.net basic Declaration for the registered electronic delivery service (EEC) outlines the conditions and fundamental aspects of the service which are outlined in this document along with other more specific conditions and aspects. As a result, Lleida.net hereby states:

Ownership

EEC 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 as described in this document.

Publication of the Policy

Users shall have access to this policy or the applicable version at any given time at the URL <http://www.lleida.net/es/certificado-lleidanet>

Cryptographic Mechanisms

Sending and receipt certifications for electronic mailings are signed by calculating the hash via SHA 1, and encrypting it with RSA X.509 version 3 and RFC 3280 algorithms for the "Internet X.509 Public Key Infrastructure Certificate and CRL Profile", using a signature issued by CAMERFIRMA and / or Firmaprofesional to do so.

Validity of electronic mailing sending and receipt certificates

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

Enforceability

Lleida.net believes that the most appropriate use of the certified electronic delivery service is the generation of documented evidence proving sending by a sender or receipt, as applicable, access / download to/of attached content by one or more recipients of a certain electronic mailing as well as the time when both occurred.

Obligations

The users' obligations are described in this document.

Operation Records

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

Regulations

The registered electronic delivery service (EEC) by Lleida.net is provided pursuant to Spanish and European laws applicable to this matter, with these Policies and with the declaration of practices as well as internal Lleida.net regulations.

Liability

The liability of Lleida.net and the limits established regarding it are described above in this document.

Claims

All claims by relying parties and third parties regarding the provision of the registered electronic delivery service must be communicated as set out in this document. If no agreement is reached between the parties, the dispute will be submitted to the courts and tribunals above indicated with the parties waiving any other jurisdiction that may otherwise correspond

Guarantee and Audits

Lleida.net hereby guarantees that the provision of the registered electronic delivery service is compliant with the stipulations included in these Policies and declaration of practices. In this regard, Lleida.net will carry out periodic audits of the operation of Lleida.net, according to the guidelines set forth herein.

Rates

Lleida.net may request economic compensation for the provision of the registered electronic delivery service, pursuant to the rates published at its website at any given time.

3.2 User's community

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

Lleida.net is responsible for sending or making available the mailings and the reliable record of receipt thereof to the recipients when it occurs; and, as applicable, access / downloading to/of any attached documentation. It is also liable for generating and issuing signed certificates accrediting these events and when these took place.

Those who request a registered delivery from Lleida.net as well as the recipients who agree to receive it are considered relying parties. Also, people who trust in the sending and receipt certificates issued by Lleida.net.

All of them will be subject to the provisions of this Policy.

3.3 Uses of the Registered Electronic Delivery Service

The most appropriate use of the registered electronic delivery service is the generation of a documentary proof that proves the remission, by Lleida.net or a third party, and the reception, by one or more recipients, of a certain electronic delivery, as well as of the moment in which both occurred and, where appropriate, of the access / download to / of attached documentation with the main purpose that it can be used in legal contexts.

3.4 Obligations

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

Lleida.net

1. To bear witness to the sending of mailings or make them available to the recipient or recipients in the manner provided for in this Policy, issuing the corresponding certificate.
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 recipients' signature or signatures in the manner 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 save delivery status certificates, generating the delivery certificate based on them and making them available to the sender.
6. To guarantee the confidentiality of mailings, using confidentiality encryption when requested.

Relying parties

1. To guarantee mailings sent correspond to a legal relationship with the recipients and are desired communications except when the mailing is covered by the provisions of a law.
2. To provide Lleida.net with reliable and updated recipient contact details.
3. When the user accepts a mailing, to use appropriate signature means to generate the corresponding confirmation of receipt and, as applicable, to access the encrypted content.
4. To verify the validity of signatures and time stamps included on mailing sending and receipt certificates.
5. To notify any event or anomalous situation relating to LLEIDANETPSC services and/or proof sent that may be considered a cause for their revocation.

Providing parties

1. Guarantee that the digital signature services used for the registered electronic delivery service are qualified according to the eIDAS regulation.
2. Guarantee that the time stamp services used for the registered electronic delivery service are qualified according to the eIDAS regulation.
3. Provide Lleida.net with the digital certificates necessary for the electronic signature and time stamp of the documentation issued by the certified electronic delivery process.
4. Provide Lleida.net with the time-stamping service for the registered e delivery.
5. The aforementioned services may be provided internally by Lleida.net once it expands the functionality of its trusted services infrastructure.

3.5 Information record relating to the registered electronic delivery service

Lleida.net keeps records for all relevant information regarding its transactions for a period of 5 years. Records are protected to guarantee their integrity and confidentiality.

The records are available to those who hold a legitimate interest in accessing them and to the authorities and/or courts that require them in accordance with the provisions of the laws.

In particular, records on the following events are maintained including the time of occurrence:

- Requests for the delivery of mailings and the result thereof;
- Confirmation of receipt issued by the recipient;
- Sending and receipt certifications;
- Certificates for access to online documents.

The procedures for generating and saving said records are outlined in the internal EEC management documentation.

3.6 Provision of the Registered Electronic Delivery Service

3.6.1 Access to the service

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

3.6.2 Availability of the service

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

3.6.3 Registered electronic delivery

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

- For recipient authentication via an email address.
- For recipient authentication via a mobile phone number, biometric identification or third-party registration.
- For recipient authentication by means of 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 for the recipient or recipients of the mailing as well as the content thereof and a brief description (subject) at its own liability.

The certificate issued to the users will be in the following format and shall contain at least the following content:

- A unique serial number;
- The summary (hash *hashhash*) of the sending;
- An express acknowledgement of the nature of the delivery status certificate and how it is proof of the receipt of the mailing summarized in the certificate;
- The sender's identity;
- The recipient's reply
- The subject
- The date and time of receipt

Lleida.net adopts the necessary technical measures to guarantee that the certificates issued to the recipient users are secure and include 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 a certified information security management system in accordance with standard ISO/IEC 27001 which covers the trust services subject of this policy.

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

1. The adoption of a security policy with the inclusion of the guidelines from the Information Security Department and the set of information security policies as well as their review.
2. The implementation of organizational controls regarding the information security, with the assignment of liability for security, implementation of task segregation, information security in project management and the awareness, education and training on information security.
3. The implementation of processes for asset management, establishing an inventory thereof with an indication of acceptable use in accordance with the classification of the information processed or stored

4. The implementation of physical access and software control management, network and associated services access control, management of user access, management of user registrations and deletions, management of access rights assigned to users, and management of access rights with special privileges.
5. The management of confidential user authentication information and the review, withdrawal or adaptation of user access rights as well as the use of confidential information for authentication.
6. Control of access to systems and applications with information access restriction controls, secure login procedures, user password management, the use of system administration tools and control of access to program source code
7. The implementation of physical and environmental measures, establishing a perimeter of physical security, physical input controls, office and resource security as well as protection against external and environmental threats.
8. Equipment security control measures, the implementation of location and protection controls for equipment, supply systems, cable security, equipment maintenance as well as procedures for taking assets off site from a company in addition to the security of equipment.
9. The establishment of operational responsibilities, documentation and procedures, change management, capacity management, separation of development environments, testing and production, protection against malware
10. Policies on backup copies, activity and supervision records, activity event recording and management.
11. Management of technical vulnerabilities and management of information security incidents and improvements, responses to security incidents and planning for the continuity of information security.

The procedures mentioned are outlined in the internal EEC management document in a confidential manner.

4. Termination

In the event that Lleida.net ceases to operate the services described in this policy, it will notify to the corresponding Supervisory Authority, the certification entity that has made its last conformity assessment, as well as all of its present clients and that they have

been in the last five years, at least forty-five (45) calendar days prior to the end of the service.

In the period of notice, customers may request access, at their own expense, to the evidence generated in their transactions with Lleida.net, who will provide them in a human-readable format. In any case, and for legal purposes, and from the expiration of the period of notice, Lleida.net proceed to file the evidence in PDF format according to the internal procedures for generation and preservation of evidence in force.

Given the nature of the own generated evidence and the sending to customers and maintenance of the public key used for signing evidence by provider of electronic signature, service is not required to transfer the rights and obligations of the service to a third party in the event of termination of Lleida.net as a legal entity.

The actions to be carried out for the execution of the termination shall be as follow:

- Notification to current clients and those during the last five years, at least forty-five (45) calendar days prior to the end of the service.
- Notification to service providers.
- Notification to the Ministry of Industry.
- Deleting the private key used for the signature of evidence.