



Lleida.net eIDAS

PSC 01.00.00 | Policy and practice statements for the provision of registered electronic delivery service

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ISO27001 documentation control

Description

The purpose of this document is to describe compliance with respect to 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
4	28/06/2017	Eva Pané	Provider responsibilities added (section 3.4)
5	24/10/2018	Jordi Ramón	Reviewed qualified certificate providers
6	26/10/2018	Eva Pané	Review by updating normative references
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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	Modification of custody period to 15 years. Added regulatory reference Law 6/2020
11	23/03/2022	Eva Pané	Links, methods and providers update. Providers update. Review of the Certified Electronic Delivery section.
12	02/05/2022	Eva Pané	A list of providers and a formal commitment to regularly approve the document is included.
13	01/02/2023	Eva Pané	Specification of Steering Committee as Policy Administration Manager Request for access code for recipient authentication is indicated.
14	25/04/2023	Jordi Ramón	Rewording of the access code to indicate that it is optional.
15	11/05/2023	Eva Pané	Including methods of notification of significant changes (3.8). Updating contact address.

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Description

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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.

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

Description of the Services

Lleida.net's activity is governed by the provisions of this document which complies, as regards the purpose and content, with what is established by the 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 service provided for in article 44 of the eIDAS Regulation and the provisions of Law 6/2020 regulating specific features of electronic trust services.

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 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 electronic registered delivery
 - Identification of senders and recipients
 - Record and file 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 current document; being this version the one that will determine its validity and effects.

Document Management, Validity and Publication

1.3 1 Validity

Only the Policy Management Authority has the ability to 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 the provisions of these Policies 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 Changes

Only the Policy Management Authority 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 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 web address (URL) for the publication is: <https://www.lleida.net/docs/es/psc01-politicas-declaracion-practicas-lleidanetpsc.pdf>

1.3.4. Contact details

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2. Lleida.net General Trust Service Policies

2.1 - Lleida.net structure

Lleida.net Policy Administration Manager

The Policy Administration Manager is The committee the Security of Lleida.net who will approve these Policies and Declaration of Practices, as well as any modifications. All policy documents and practices declarations of Lleida.net must be approved by the Policy Governance Board on at least an annual basis, assessing the need to notify stakeholders in each specific case

The Policy Administration Manager is responsible for 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, 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 together with 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 Lleida.net management by explicit resolution of which there must be written proof.

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. 1. To provide the services pursuant to the provisions of these Policies and declaration of practices;
2. 2. To guarantee that the proof sent does not contain any erroneous or false data;
3. 3. To use adequate technologies and equipment, and have personnel with specific training who are informed of their obligations;
4. 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. 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. 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. 1. To use adequate resources for service requests and, as applicable, to obtain the proof resulting from them;
2. 2. To know and accept the conditions and limitations of use of the proof established in the corresponding Policy;
3. 3. To limit and adjust the use of proof resulting from the service as permitted by the Policy regulating them;
4. 4. Not to 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. 5. To not trust any proof for uses other than those permitted in the corresponding Policy.
6. 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. 7. To communicate any event or anomalous situation relating to Lleida.net services and/or evidence sent that may be considered a cause for their revocation.

2.3 - Lleida.net responsibilities

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

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

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

Lleida.net in no way represents the signatories, document generators or relying parties of the evidence issued.

Lleida.net does not provide any guarantee or assume any liability whatsoever towards holders of documentary evidence or any other evidence 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 complies with the General Data Protection Regulation (EU Regulation 2016/679, dated April 27, 2016) and the Organic Law 3/2018, dated December 5, 2018, on the Protection of Personal Data and guarantee of digital rights, along with its implementing regulations. Lleida.net ensures that its internal policies and procedures meet the required security level as stipulated by this legislation.

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

Without the explicit consent of the data subject, personal data shall not be disclosed to any third parties, except in cases where such disclosure is expressly authorized by 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 workers.
- Information on transactions undertaken by Lleida.net.
- Information on security, control and audit procedures.
- The personal information of the signatories

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 according to the relationship Lleida.net will inform them in writing at least at the commencement of the relationship, keeping 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 on the trust services will be conducted on a biannual basis.

All audits will verify at the very least that Lleida.net practices comply with 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 apply any fee for access to the information necessary to verify the validity of the evidences issued, nor to these Policies and statement of practices, nor to the information that, by virtue of the provisions set forth therein, must be made public

2.7 Claims and Jurisdiction

2.7.1 Communication of Claims

When a user has a claim regarding Lleida.net services, this must be communicated through the means of contact indicated in section 1.3.4 of this document. Lleida.net will reply to the claim within one week.

2.7.2 Jurisdiction

The relying parties 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 considered a consumer, the provisions of international treaties and conventions will apply. Friendly dispute resolution will always be preferred.

3. Policy and basic statement of practices for the provision of electronic registered delivery service

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

Basic Declaration of the Electronic Registered delivery

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

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 applicable version at any given time at the URL <https://www.lleida.net/es/politicas-y-practicas>

Cryptographic Mechanisms

The electronic signature of the certifications for the sending and receiving of electronic deliveries is carried out by computing the hash using SHA256, based on X.509 version 3 certificates and RFC 3280 "Internet X.509 Public Key Infrastructure Certificate and CRL Profile". For this purpose, qualified certificates issued by InDenova or Firmaprofesional are used as backup providers.

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 the cryptographic techniques that are considered more advanced, especially those indicated in the TS 119 312 standard.

Applicability

Lleida.net believes that the most appropriate use of the electronic registered service is generating a documentary evidence proving sending by a sender the reception, an where applicable, the access / download to/of attached content by one or more recipients of a particular electronic mailing as well as 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 in accordance with 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

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

Claims

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

Rates

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

Providers

Lleida.net utilizes the services of the following providers for the provision of its services:

- Firmaprofesional, S.A.
- INDENOVA, S.L.

3.2 User community

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 who demonstrate 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 sending or the provisions of the mailings and the reliable record of receipt thereof to the recipients when such occurs; and, as applicable, access / downloading to any 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 as well as 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. Uses of the Electronic Registered delivery

The most appropriate use of electronic registered delivery service is the generation of a 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 attest to the sending or make them available to the recipient or recipients in the manner provided for in this Policy, issuing the corresponding documentary evidence.
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, using 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 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, use electronic appropriate signature means to generate the corresponding acknowledgment 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 considered as 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 considered qualified according to the eIDAS regulation.
2. Guarantee that the time stamping services used for the electronic registered delivery service are considered 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 aforementioned services may be provided internally by Lleida.net once it expands the functionality of its trusted services infrastructure.

Registration of information regarding the electronic registered delivery service

Lleida.net retains records of all pertinent information pertaining to its operations for a period of 15 years from the conclusion of service provision. 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 courts that require them in accordance with the provisions of the laws.

In particular, records on the following events are kept including the time they took place:

- 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 procedures for generating and saving these records are outlined in the internal ERD management documentation.

3.6 Provision 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 for in the internal ERD management documentation. The access address to the service is <https://tools.lleida.net>

3.6.2. Service availability

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:

- With notification to the recipient through an email address.
- With authentication of the recipient through a specific electronic certificate and encryption of the message, as well as optionally through an access code provided by the sender.

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).

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 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 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 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 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 the management of projects and the implementation of mobility controls. Awareness, education and training on information security.
3. 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. 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. Management of confidential user authentication information and review, withdrawal or adaptation of user access rights as well as the use of confidential information for authentication.
6. Access control to systems and applications, with controls to restrict access to information, secure login procedures, user password management, use of system administration tools and access control to the source code of the programs
7. The implementation of physical and environmental security measures, establishing a perimeter of physical security, physical entrance controls, security of offices and resource as well as protection against external and environmental threats.
8. Equipment security control measures, the implementation of location controls and equipment protection, supply facilities wiring security, equipment maintenance as well as asset exit procedures outside the company's premises and security off-site equipment and assets.
9. Establishment of 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. The management of technical vulnerabilities, information security incident management, and continuous improvement, response, and planning for information security continuity.

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

3.8 Notification of Changes

Lleida.net shall proceed to notify any changes that may affect the acceptance of the service to its user community in the following manner:

- A prominently displayed notice will be published on the website for a reasonable period of time
- An explanatory email regarding the change will be sent to the sending users

4. Termination

In the event that Lleida.net ceases to provide the services outlined in this policy, it shall provide notification to the relevant Supervisory Authority, the certification body that conducted its most recent conformity assessment, as well as to all current clients and those who have been clients within the past five years. This notification shall be made at least forty-five (45) calendar days prior to the termination of the service.

During the notice period, clients have the right to request access, at their own expense, to the evidence generated in their transactions with Lleida.net. Lleida.net will provide this evidence in a format that is readable by humans. In any event, and for legal purposes, starting from the expiration of the notice period, Lleida.net will proceed to store the documentary evidence in PDF format in accordance with internal procedures for the generation and preservation of current evidence.

Due to the nature of the evidence generated by Lleida.net and its distribution to clients, as well as the maintenance of the public key used for signing the evidence by the digital signature provider, there is no requirement to transfer the rights and obligations of the service to a third party in the event of the dissolution of Lleida.net as a legal entity.

The steps to be taken for the implementation of the termination will include the following:

- Notification to current clients, as well as those who have been clients within the last five years, will be provided at least forty-five (45) calendar days prior to the termination of the service.
- Notification to service providers.
- Notification to the Ministry of Industry.
- The private key used for the signing of evidence will be securely deleted.