



ECD_CO_1001.05_eKYC Video Service Policy

Documentation control

History of versions

Version	Date	Author	Description
1	02/8/2021	Eva Pané	Initial version
2	5/12/2022	Jordi Ramon	Review of standards
2.1	03/05/2023	Gloria Salvador	ONAC accreditation references

Distribution list

Company
Lleida SAS

Classification and status

Classification	Status
Internal Use	Approved

Documents r eferenced

Description

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1. Introduction

1.1 Aim

To inform the general public of the guidelines established by Lleida SAS to provide the EKYC Video service as ECD in accordance with the provisions of Law 527 of 1999, Law 1437 of 2011 and the regulations that modify or complement them, in the territory of Colombia.

1.2 Scope

All members of Lleida SAS, Digital Certification Body, as well as all third parties identified in the scope of the Digital Certification Body Management System.

1.3 Distribution

Approved by the Management of Lleida SAS, this Policy must be accessible to all persons included in the distribution list specified in the document control, through the appropriate channels established in procedure ECD_CO-3001 - Management of the documentation repository.

1.4 Review

This Service Policy shall be reviewed and approved annually by the Security Committee. However, in the event of any relevant changes to the Organisation, whether operational, legal, regulatory or contractual, it shall be reviewed whenever necessary, thus ensuring that the Policy remains relevant at all times.

2. Preliminary considerations

EKYC Video Service Policy, hereinafter *Policy* is a document prepared by Lleida SAS (hereinafter Lleida.net) which, acting as a Digital Certification Entity (hereinafter ECD) contains the rules and procedures that Lleida.net applies as guidelines to provide the EKYC Video service in accordance with the provisions of Law 527 of 1999, Law 1437 of 2011 and the regulations that modify or complement them, in the territory of Colombia.

The Policy is in accordance with the following guidelines:

- Specific Accreditation Criteria for Digital Certification Bodies CEA 3.0-07 (hereinafter CEA) that must be fulfilled to obtain accreditation as ECD, before the National Accreditation Body of Colombia (hereinafter ONAC).
- Law 527 of 1999
- Decree 2364 of 2012
- Standards and protocols:

ETSI EN 319 401 Electronic Signatures and Infrastructures (ESI); General Policy Requirements for Trust Service Providers

https://www.etsi.org/deliver/etsi_en/319400_319499/319401/02.02.00_20/en_319401v020200a.pdf

ETSI EN 319 411 Electronic Signatures and Infrastructures (ESI); Policy and security requirements for Trust Service Providers issuing certificates

https://www.etsi.org/deliver/etsi_en/319400_319499/31941101/01.02.00_20/en_31941101v010200a.pdf

Web Real-Time Communications (WebRTC)

<https://www.w3.org/groups/wg/webrtc>

Hypertext Transfer Protocol (HTTP)

<https://www.ietf.org/rfc/rfc2616.txt>

HTTP Over TLS (HTTPS)

<https://datatracker.ietf.org/doc/html/rfc2818>

CAdES (CMS Advanced Electronic Signatures). ETSI TS 101 733

https://www.etsi.org/deliver/etsi_ts/101700_101799/101733/02.02.01_60/ts_101733v02020p.pdf

PAdES (PDF Advanced Electronic Signatures). ETSI TS 102 778

https://www.etsi.org/deliver/etsi_ts/102700_102799/10277801/01.01.01_60/ts_10277801v010101p.pdf

RFC 3126 Electronic Signature Formats for long term electronic signatures

<https://datatracker.ietf.org/doc/html/rfc3126>

RFC 5126 CMS Advanced Electronic Signatures (CAAdES)

<https://datatracker.ietf.org/doc/html/rfc5126>

RFC 3161 Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP)

<https://datatracker.ietf.org/doc/html/rfc3161>

RFC 5905 Network Time Protocol Version 4: Protocol and Algorithms Specification

<https://datatracker.ietf.org/doc/html/rfc5905>

DETAILS OF THE ENTITY PROVIDING LEGAL CERTIFICATION SERVICES

Company name:	LLEIDA S.A.S.
N.I.T.	900571038-3
Address:	81st Street # 11 - 55 Office 903
City/Country	Bogotá/Colombia
Telephone:	+5713819903
E-mail:	co@lleida.net
Website:	www.lleida.net/co
Accreditation Certificate No.	22-ECD-009
Accreditation Certificate	22-ECD-009.pdf (onac.org.co)

DETAILS OF THE REGISTERING ENTITY

The registration authority is the same digital certification service provider.

Requests, Complaints, Claims, Applications and Appeals

Requests, complaints, claims, requests and appeals regarding the services provided by Lleida SAS will be dealt with by various mechanisms available to the subscriber and will be resolved by relevant and impartial persons.

- By e-mail to clientes@lleida.net . You must attach the template available at www.lleida.net/co ECD_CO 4501 Template PQRSA Lleida SAS
- By phone on +57 1 381 9903

Within a maximum period of 15 days, they must be resolved and notified, after filing, analysis and drafting of a formal report that will be delivered to the subscriber.

3. Policy administration

The administration of the Service Policies is the responsibility of the Integrated Management System process.

Contact person

Name: Eva Pané Vidal

Position: ECD Supervisor

Contact telephone number: +57 1 381 9903

E-mail: compliance@lleida.net

The policies must be approved by the Security Committee, once approved it is the responsibility of the ECD Supervisor to update the latest version on the web portals.

4. Operational requirements for the EKYC Video service

Description

It consists of a non-face-to-face identification procedure by means of a videoconference that can be assisted or automatic, which includes the process of validating identification documents.

The service records the videoconference using WebRTC technology and captures images of the front and back of the identity document, as well as a selfie. After the capture, a series of identity validation parameters are obtained from the validation of the images, including facial biometrics. After the analysis, the system performs a validation of the parameters obtained, being able to define different logics according to the business needs to classify the identification process as positive or negative. The service issues a digitally signed evidence with a time stamp that includes the images, a hash of the video, the validation data obtained, the result of the validation logic and the geolocation if the user allowed its activation.

The identity validation parameters are configurable according to customer requirements and are as follows:

- **OCR:** Service whereby by capturing the front and back of identification documents, data is returned using Optical Character Recognition (OCR) technology. In other words, it returns the fields that normally contain data.
- **VALIDATION:** Service for checking the validity of an identification document by verifying its integrity through the analysis of the MRZ code. By capturing the front and back of the document, the absence/presence parameters of its security measures are validated, returning a report with the result of the analysis. That is, it returns the fields normally called TEST_XXX.
- **FACE:** Service that analyses the correspondence of the photograph taken in the onboarding process with the one on the document, returning a report with the result of the analysis. It

also allows the comparison of two selfies (without the need to have the image of the identity document) although not all providers support this feature.

- GRAPHICS: Service by which clippings of graphic elements obtained from the identity document are obtained. I.e. image clippings obtained from the identity document, signature, fingerprint, photo, etc.

The service is offered via user web tool, integration SDK and integration API and evidence query and download.

Service request

Any person who requires the EKYC Video service can request it through the Lleida.net website. The RA will forward the request to the Sales Department, which will contact the interested party and ask for identification documentation.

Users who order our products accept the terms and conditions of the specific service in this Policy.

Lleida.net reserves the right to request additional documents in original or copy, in order to verify the identity of the applicant, it can also exempt in the presentation of any document when the identity of the applicant has been sufficiently verified by Lleida.net through other means.

The applicant accepts that Lleida.net has the discretionary right to reject an application for the EKYC Video service when, in its opinion, the credibility, commercial value, good name of GSE, legal or moral suitability of the certification system may be put at risk, notifying the non-approval without the need to indicate the causes.

Who can request the service

Any natural or legal person legally entitled and duly identified can apply for the EKYC Video service.

Registration process and responsibilities

Once the authentication and verification requirements of the applicant's data have been met, the Lleida.net RA will approve and digitally sign the service activation request. All related information will be registered in the RA system.

Service request procedure

Documentation verification

The verification of the applicant's documentation are carried out by Lleida.net's RA, in charge of authorising the activation of the service, who checks whether the information provided is

valid and whether the attached documentation complies with the requirements defined for the service in accordance with this Policy.

The documents that must be attached to the application for the service are:

- Completed on-line application form or e-mail application form
- Contract for the provision of services
- Applicant's identification document
- Document of Existence and Legal Representation of the Company, valid for no more than thirty (30) days.
- Single Tax Register - RUT

Documents will be received in scanned or electronic original, preserving legibility for the use of the information.

Approval or rejection of service requests

If, once the applicant's documentation has been validated, the information provided complies with the requirements established by this Policy, the application is approved. If it is not possible to validate the applicant's documentation or if the information provided is not fully authentic, the application will be rejected and the EKYC Video Service will not be activated. Lleida.net assumes no responsibility for any consequences that may arise from the non-approval of the EKYC Video service and the applicant who has been denied the issuance of the respective service accepts and acknowledges this.

Likewise, Lleida.net reserves the right not to activate the EKYC Video service even though the identification of the applicant or the information supplied by the applicant has been fully authenticated, for reasons of legal order or commercial convenience, good name or reputation of Lleida.net may jeopardise the digital certification system.

Processing time for service requests

The deadline for the approval of an application by the RA of Lleida.net is three (3) working days from the moment of receiving the complete documentation and information. The time for the activation of the service is one (1) working day once the complete documentation has been received.

Service activation

Actions by Lleida.net RA during service activation

The final step of the EKYC Video service activation process is the delivery of the access credentials by the Lleida.net RA and their secure delivery to the responsible party. The EKYC Video service activation process securely links the registration information and the credentials delivered.

Notification to the applicant by Lleida.net of the service activation

The applicant accepts and acknowledges that once he/she receives the aforementioned email, the EKYC Video service will be understood to have been delivered by means of an email with the EKYC Video service credentials attached. It will be understood that the email with the formal document notifying the activation of the digital certification service has been received, when said email enters the information system designated by the applicant, at the email address stated in the application.

Notification of service activation by Lleida.net to other entities

There are no external entities that need to be notified of the renewal of the service.

Acceptance of the service

How the service is accepted

No confirmation is required from the responsible party as acceptance of the service received. The EKYC Video service is considered to be accepted by the person in charge from the moment he/she requests its expedition, therefore, if the information contained in the service activation communication does not correspond to the current status of the service or was not supplied correctly, cancellation must be requested by the person in charge and the latter accepts it, according to the cancellation procedure described in section 5.11.

Use of the the EKYC Video Service

User's use of the service

The user of the service issued by Lleida.net accepts the conditions of use established in this Policy by the mere fact of having requested the activation of the service and may only use them for the uses explicitly mentioned and authorised in this Policy. Consequently, the EKYC Video service must not be used for other activities outside the aforementioned uses. Once the service has expired, the user is obliged to stop using the credentials associated with it. Based on the foregoing, the user accepts and acknowledges that he/she shall be solely responsible for any damage, loss or harm caused to third parties as a result of the use of the service once its validity has expired. Lleida.net assumes no liability whatsoever for any unauthorised use.

Service Renewal

The EKYC Video service is automatically renewed, so if the user does not wish to use the service, he/she must inform the RA.

Service Modification

The EKYC Video service is delivered with all the features and functionalities of the same, so no requests for modification of the service can be made.

Cancellation and suspension of service

Circumstances for cancellation

The user may voluntarily request cancellation of the service at any time, but is obliged to request cancellation of the service in the following situations:

- a) Due to loss or disablement of credentials (username and password)
- b) The credentials have been exposed or are at risk of being misused
- c) Changes in the circumstances for which Lleida.net authorised the service.

If the responsible party does not request the cancellation of the service in the event of the above situations, he shall be liable for any loss or damage incurred by third parties in good faith without fault who relied on the service.

The user acknowledges and accepts that the EKYC Video Service must be cancelled when Lleida SAS knows or has indications or confirmation of the occurrence of any of the following circumstances:

- a) At the request of the user or a third party on their behalf and representation
- b) Due to a change of user.
- c) Upon the death of the user.
- d) Upon liquidation in the case of legal persons that acquired the service.
- e) Upon confirmation or evidence that any information is false.
- (f) In the event of the cessation of the activities of the certification body.
- (g) By court order or competent administrative body.
- (h) Due to compromise of security in any way, manner, situation or circumstance.
- i) Due to the unexpected incapacity of the person or entity responsible.
- (j) Due to the concurrence of new events occur that cause the original data to be out of line with reality.
- (k) For the application of the terms and conditions document in accordance with the grounds set out in the contract.
- l) Due to any cause that reasonably leads to believe that the service used with a digital certificate has been compromised to such an extent that the trustworthiness of the service is in doubt.
- m) Due to the improper handling by the person responsible for the service.
- (n) For breach by the user or the legal entity it represents or to which it is bound by the terms and conditions document.

- o) Knowledge of events that modify the initial status of the data provided, among others: termination of the Legal Representation, termination of the employment relationship, liquidation or extinction of the legal status, cessation of the public function or change to a different one.
- p) At any time when there is evidence of false information provided by the applicant, subscriber or person responsible.
- q) Due to non-compliance by Lleida SAS, the Subscriber or the responsible party for the obligations established in the Policy.
- r) Due to non-payment of the certification services agreed between the applicant and Lleida ASS.

However, for the above reasons, Lleida SAS may also cancel the EKYC Video service when, in its opinion, the credibility, reliability, commercial value, good name of the ECD, legal or moral suitability of the entire certification system may be put at risk.

Who can request cancellation

This may be requested by the responsible party, a bona fide third party or any interested party; when it has demonstrable knowledge of facts and grounds mentioned in section 5.11.1 **Conditions for cancellation** of this Policy, or that the service has been used for purposes other than those set out in section 5.8.1 **User's use of the service**.

Any interested person who has demonstrable proof that the service is not in the possession of the subscriber or responsible party.

The IT team of both the RA and the CA, as the highest control body responsible for the administration of the security of the technological infrastructure of Lleida SAS, is able to request the cancellation of the service if it becomes aware of or suspects the compromise of credentials or any other event that tends to misuse the service by the person responsible or by Lleida SAS.

Cancellation request procedure

Persons interested in requesting cancellation of the service for the reasons specified in this Policy may do so under the following procedures:

- By telephone
- By e-mail to clientes@lleida.net

The request for cancellation of the service must be handled with the utmost urgency, with cancellation taking no more than three (3) working days once the request has been validated.

Once the formalities for cancellation have been completed and if, for any reason, the cancellation of the service is not effective under the terms established by this Policy, Lleida SAS as a certification service provider shall be liable for any damages caused to subscribers or third parties in good faith arising from errors and omissions, bad faith of the administrators, legal

representatives or employees of Lleida SAS in the development of the activities for which it is authorised and for this purpose it has liability insurance in accordance with *Article 9 of Decree 333 of 2014*. Lleida SAS does not assume any other commitment or provide any other guarantee, nor does it assume any other liability to certificate holders or trusted third parties except as established by the provisions of this Policy.

It is the responsibility of the user of the service, and he/she accepts and acknowledges this, to inform bona fide third parties of the need to check the validity of the e-mail service he/she is using at any given time.

Within 24 hours following the cancellation of the EKYC Video service, Lleida SAS informs the subscriber or person responsible, by e-mail, of the cancellation of the service and consequently the applicant accepts and acknowledges that once he/she receives the aforementioned e-mail it will be understood that his/her request has been dealt with. It shall be understood that the email notifying the cancellation of the service has been received when said email enters the information system designated by the applicant, at the email address stated on the application form.

5. Rates

LLEIDA.NET provides the CLIENT with different modalities for the provision of the Service depending on the degree of automation of the video-identification process:

- SELF ASSISTED: Approval of the identification of the person concerned is carried out automatically on the basis of the parameters agreed between Lleida.net and the potential customer, and taking as a basis the parameters collected from the validation of the front, back and photograph of the identity document used in the identification process.
- POST APPROVAL: The approval of the identification of the person concerned is carried out manually by the CLIENT through the BackOffice or API available to him/her after the video-identification has been carried out, using the data collected during the video-identification and the results of the service as support material.
- MIXED: The approval of the identification is done automatically based on the parameters agreed between Lleida.net and the potential client. If these parameters are not met, the approval goes to Post Approval mode.

The EKYC Video Service can only be used in postpaid mode.

In the case of post-payment mode (monthly billing) it is priced per Unit (UN):

Element	UN consumed by the service per recipient	Price per UN (COP)	Total price (COP)
EKYC SELF ASSISTED	1	450.00	450.00
EKYC POSTAPPROVAL	1	2.357.00	2.357.00

EKYC MIXED*	1	2,807.00	2,807.00
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Prices without VAT

The cancellation request is free of charge.

The rates indicated here may vary according to special commercial agreements that may be reached with users, in the development of promotional campaigns.

If the client requests the configuration of the parameters from Lleida.net, this service will be invoiced.

*The EKYC MIXED mode corresponds to the sum of the EKYC SELFASSISTED and EKYC POSTAPPROVAL modes.

6. Service security policies

The service and the system that manages it address the various aspects of security:

- Secure

The system does not allow unauthorised access to information, through the platform and direct attacks on the servers on which it runs.

- Traceable

All user actions involving a modification to a document are logged.

In some services such as certified communications, the event audit is signed and stamped with TSA to ensure its authenticity.

- Trustworthy

The originals of the documents remain unchanged

- Integrity

The expert evidence generated remains unchanged.

- Best Practices regarding Information Security

EKYC Video's Service Management System is periodically audited according to ISO 27001 standards, maintaining the current accreditation available at the following link: https://www.lleida.net/docs/es/IS_632576_lleidanet.pdf

- Audited

In addition, technical and Ethical Hacking reviews are carried out in accordance with OWASP.

7. Obligations

Obligations of the ECD Lleida.net

Lleida.net, as a certification service provider, is obliged, in accordance with the regulations in force in the Certificate Policies for Electronic Mail Services and in the CPD, to:

1. Comply with current regulations, the CPD and the Certificate Policies.
2. Publish the CPD and each of the Certificate Policies on the Lleida.net website.
3. Inform ONAC about modifications to the CPD and the Certificate Policies.
4. Maintain the CPD and Certificate Policies with their latest version published on the Lleida.net website.
5. Issue the service in accordance with the Certificate Policies and defined standards.

8. Map of CAA-3.0-07 Controls

Standard	Section
CEA- 3.0-07	N/A