



LLEIDA.NET TSP UAE

TSP_UAE 1001 Trusted Services Practices Statement

Document Control

Description

The purpose of this document is to describe compliance with the provisions of Federal Decree-Law No. (46) of 2021 on Electronic Transactions and Trust Services and related regulations regarding the purpose and content of the services, as well as the technical aspects of the trust services.

Documentation history

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Document classification and status

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Related documents

Description

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0 | Introduction

Lleida Information Technology Network Services LLC (from now on LLEIDA.NET) is a Dubai-based subsidiary of the Spanish tech company LLEIDA.NET, focused on delivering legally valid digital communication, electronic signature, and identity verification services in the UAE and the Middle East.

1 | Description of the Services

LLEIDA.NET's operations are governed by the provisions of this document, which complies, in terms of purpose and content, with the provisions of the ETSI EN 319 401 *General Policy Requirements for Trust Service Providers*, as well as the technical aspects of trust services set forth in UAE Regulation and the provisions of Federal Decree-Law No. (46) of 2021 on Electronic Transactions and Trust Services and related regulations

The provisions herein apply to all parties involved in LLEIDA.NET's services, including users. All such parties must be familiar with the content of this document so that they may place their trust in the services provided by LLEIDA.NET and align their actions with the provisions herein.

This document may also be used by third-party entities and independent bodies to verify and certify that LLEIDA.NET acts in accordance with the policies and practices set forth herein.

For the purposes of this policy, LLEIDA.NET provides the following trust services:

1. Qualified Electronic Delivery Service (QeDel)
 - Identification of sender and recipient
 - Registration and archiving of electronic documents
2. Advanced e-signature (AdES)
 - Registration and archiving of electronic documents

1.1 Scope of

This document establishes the general rules for the operation of LLEIDA.NET and the provision of its various services, as well as the terms of use and the technical and organizational security measures implemented by LLEIDA.NET.

1.2 Scope of Application

LLEIDA.NET's services are provided subject to the version of this document in effect at the time they become effective, which shall determine their validity and effects.

1.3 Document Management, Validity, and Disclosure

1.3.1 Validity

Only the Policy Management Body has the authority to approve LLEIDA.NET's Policies and Statement of Practices. This approval must be expressly recorded.

Without prejudice to the provisions regarding the modification of the Policies and Statement of Practices and in the event of the cessation of LLEIDA.NET's activities, this document is valid indefinitely.

The invalidity of one or more of the provisions of these Policies and Statement of Practices shall not affect the remainder of the document. In such a case, those provisions shall be deemed null and void.

1.3.2 Amendments

Only the Policy Management Body may make and approve amendments to the Policies and Statement of Practices of LLEIDA.NET.

A version change shall be deemed to exist when, in the judgment of the Policy Management Body, the amendments may affect the acceptability of LLEIDA.NET's services. Otherwise, it shall be deemed that there is merely a new wording of the same version.

1.3.3 Publication

LLEIDA.NET's Policies and Statement of Practices will be published immediately upon their initial approval and, where applicable, upon any modification. The web address (URL) for publication will be: <https://www.lleida.net/en/policies>

1.3.4 Contact Information

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2. General Policies of LLEIDA.NET Trust Services

2.1 Structure of LLEIDA.NET

2.1.1 LLEIDA.NET Policy Management Body

The Policy Management Body is the LLEIDA.NET Security Committee, which will approve these Policies and Statement of Practices, as well as any amendments thereto. All LLEIDA.NET policy documents and the Statement of Practices must be approved by the Policy Management Body at least once a year, with an assessment of the need to notify stakeholders in each case

The Policy Management Body is responsible for ensuring that the provision of LLEIDA.NET's services complies with the provisions of these Policies and Statement of Practices and for ensuring the effective implementation of the established controls. It is also responsible for the management, supervision, and control of the provision of LLEIDA.NET's services, the service's operations, and compliance with the provisions of this document.

The Policy Management Body is also responsible for analyzing the reports of any full or partial audits conducted on LLEIDA.NET and its services, as well as for establishing and supervising, where appropriate, the corrective actions to be implemented.

The Policy Management Body shall be appointed and dismissed by the management of LLEIDA.NET, by means of an express resolution of which written record must be kept.

2.2 Obligations

On the part of LLEIDA.NET

LLEIDA.NET assumes responsibility for ensuring that the services provided by LLEIDA.NET are performed in accordance with the provisions of these Policies and Statement of Practices, and for compliance with both the requirements and controls established therein and the applicable legal provisions. In particular, it assumes the following obligations:

1. To provide the services in accordance with the provisions of these Policies and Statement of Practices;
2. To ensure that the evidence issued does not contain any erroneous or false data;
3. To use appropriate technologies and equipment, and to employ staff with specific training who are informed of their obligations;

4. To provide uninterrupted access to its services, except in the event of scheduled outages or serious incidents, or cases of unforeseeable circumstances or force majeure;
5. Conduct the necessary reviews and audits to ensure compliance with applicable legislation, the Policies and Statement of Practices, and internal regulations;
6. Publish information on its website regarding incidents that may have affected the services so that users can determine which services, if any, were impacted.

On the part of customers/subscribers to LLEIDA.NET's services:

1. Use appropriate means to request the services and, where applicable, to obtain the resulting evidence;
2. Understand and accept the conditions and limitations on the use of evidence as established in the relevant Policy;
3. Limit and adapt the use of the evidence resulting from the service to what is permitted by the Policy governing it;
4. Do not monitor the provision of LLEIDA.NET's services, nor manipulate or alter their proper functioning, nor perform reverse engineering on their implementation.
5. Not to rely on the evidence for uses other than those permitted in the applicable Policy.
6. Be aware of the provisions of these Policies, accepting and abiding by them, and in particular, the responsibilities applicable to the acceptance and use of LLEIDA.NET services and the evidence resulting therefrom.
7. Notify LLEIDA.NET of any anomalous event or situation related to its services and/or the evidence issued, which may be considered grounds for revocation thereof.

2.3 Liability of LLEIDA.NET

LLEIDA.NET shall only be liable in the event of a breach of the obligations set forth in applicable law and in these Policies and Statement of Practices.

LLEIDA.NET assumes no liability whatsoever regarding the use of the evidence issued for any unauthorized use not covered by these Policies and Statement of Practices.

LLEIDA.NET is not responsible for the content of the documents and data to which its services apply, and is not liable for any damages arising from transactions in which they have been used.

LLEIDA.NET does not represent in any way the signatories, document generators, or users of the certificates it issues.

LLEIDA.NET provides no warranty and assumes no liability whatsoever to certificate holders or any other evidence issued, nor to the parties using such evidence, beyond what is established in these Policies and Statement of Practices.

LLEIDA.NET has civil liability insurance and maintains sufficient coverage to ensure the effective provision of its services.

2.4 Personal Data and Confidentiality

2.4.1 Protection of Personal Data

LLEIDA.NET complies with the Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL), and its implementing regulations, ensuring that LLEIDA.NET's internal rules and procedures comply with the security standards required by these regulations.

When it is necessary to collect personal data from the signatory in order to provide a specific service, it will be verified that the signatory is informed and consents to the processing of their personal data, to the purpose of such processing, and to its inclusion in the file designated for this purpose by LLEIDA.NET.

Personal data will not be disclosed to third parties without the data subject's express consent, except where expressly authorized by law.

2.4.2 Confidential Information

Any information not expressly declared public by LLEIDA.NET shall be considered confidential. In particular, the following information is confidential:

- The private keys used by LLEIDA.NET and by its administrators and operators.
- Information regarding the operations carried out by LLEIDA.NET.
- Information regarding security, control, and audit procedures.
- Personal information of the signatories.

Information contained in these Policies and Statement of Practices, and any other information so declared by LLEIDA.NET, shall be considered public and therefore accessible to third parties.

2.4.3 Duty of Confidentiality

All persons who have an employment or professional relationship with LLEIDA.NET are obligated to maintain the confidentiality of all confidential information to which they have access by virtue of such relationship. LLEIDA.NET will inform them in writing, at least at the beginning of the relationship, and will keep a record confirming that such information has been received by the recipient. This obligation will continue even after the relationship with LLEIDA.NET has ended.

2.5 Audits

LLEIDA.NET will conduct audits of its operations. The audits must be performed by an independent auditor. Additionally, audits of the trust services will be conducted biannually.

All audits shall verify, at a minimum, that LLEIDA.NET's practices comply with the provisions of these Policies, the requirements of administrative authorities, and applicable regulations, as well as that they employ a methodology that ensures the quality of the services provided.

2.6 Fees

LLEIDA.NET will publish on its website the fees it charges for the provision of each of its services.

LLEIDA.NET will not charge any fee for access to the information necessary to verify the validity of the evidence issued, nor to these Policies and 's statement of practices, nor to the information that, pursuant to the provisions thereof, must be made public.

2.7 Complaints and Jurisdiction

2.7.1 Submission of Complaints

If a user has a complaint regarding LLEIDA.NET's services, they must notify LLEIDA.NET via any of the contact methods listed in section 1.3.4 of this document. LLEIDA.NET will respond to the complaint within a maximum of one week.

2.7.2 Jurisdiction

Users of LLEIDA.NET's services accept the jurisdiction of the courts and tribunals of Lleida for any dispute that may arise in connection with the provision of services by LLEIDA.NET, expressly waiving any other jurisdiction that may apply to them. If the user is considered a consumer, the provisions of international treaties and conventions shall apply. Amicable dispute resolution shall always be preferred.