



Lleida.net eIDAS

Condiciones generales para la prestación del servicio

Lleida.net

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Document control

Description

This document describes the general contracting conditions applicable to the provision of qualified service for registered electronic delivery.

Documentary Record

Version	Date	Author	Description
1	01/02/2016	Marc Gallardo	First version
2	10/04/2018	Marc Gallardo	Amended sections 1.2, 3.4 and 8.5.
3	05/02/2019	Marc Gallardo	Site links update, DPC service Data protection regulation update Service process settings
4	30/04/2019	Eva Pané	Inclusion in cl the obligation to obtain the express consent of the recipient from the sender.
5	06/03/2020	Eva Pané	The expiration period of 48 hours of the service is reported.
6	06/04/2022	Eva Pané	Links update, Lleida.net address, and specification of delivery timing
7	01/06/2023	Eva Pané	Modification: Extension of record retention from 5 to 15 Years in Clause 8.5.

Classification and document status

Document classification	Confidential
Status	Approved

Related Docs

Description
PSC 01.10.00 Management of registered electronic delivery
TSP 01.12.00 Generation and management of evidence

TSP 01.13.00 Traceability and integrity of the delivery

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1 | scope

This document describes the general contracting conditions applicable to the provision of qualified service for registered electronic delivery.

2 | References

The following documents are normative references of the service:

- Article 44 of Regulation 910/2014 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 (hereinafter, eIDAS Regulation).

3 | General terms of the Service

1. Object

1.1. This document sets out the full text of the General Conditions of Use of the Qualified Electronic Certified Delivery Services provided by Lleida Networks Serveis Telemàtics S.A. (<https://www.lleida.net/es/notificacion-electronica/entrega-electronica-cualificada>).

<https://www.lleida.net>)

1.2. These Terms of Use, notwithstanding any specific agreements or conditions established, along with the Certification Practices Statement available at the following link (<https://www.lleida.net/es/politicas-y-practicas>), constitute a contract between the Client, whose identifying details are specified in the particular conditions of the Contract, and Lleida Networks Serveis Telemàtics S.A. (hereinafter referred to as "Lleida.net"), with Tax Identification Number A-25345331, registered in the Mercantile Registry of Madrid, Volume 37085, Folio 92, Sheet M-662074, and with its registered address at C/Télez 56, 28007 Madrid (Spain).

1.3. These General Terms apply to the use that the client makes of the qualified electronic registered delivery services provided by Lleida.net. Registration as a Customer and the use of the Services of Lleida.net implies the complete and unreserved acceptance of these Terms of Use.

1.4. These General Terms may be modified at any time by publishing a revised version on the Lleida.net website. The updated version will be applicable from the moment of its publication. If the updated version of the Terms includes a substantial change,

Lleida.net will notify the client via email at least 30 (thirty) days before the effective date of application of the change.

2. Service Description

- 2.1. Lleida.net's Qualified Registered Electronic Delivery Service (hereinafter, the Service) enables data to be sent and received by e-mail via the SMTP protocol from the Client's email address account so that the data sent by the Client and received by the recipient receives the data with the presumption of the integrity thereof, the sending of the data by the Client, the receipt by the identified recipient, and the exactness of the date and time of sending and receiving the data stated in the Service. Delivery is deemed successful when the recipient's mail server receives acceptance of the message, and the recipient identifies themselves to access the content.
- 2.2. The Service has an expiration period of 48 hours, so once this period has elapsed, the Client must send a new sending request
- 2.3. Lleida.net operates, with respect to the data sent and received through this Service, as a qualified provider of trust services duly certified, in accordance with the terms provided in articles 43 and 44 of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 2014, relating to electronic identification and trust services for electronic transactions in the internal market.

3. Registration

- 3.1. To use the Service, the Customer will have previously completed the registration process by providing the necessary documentation to prove their identity and, where appropriate, the representation of the legal entity in whose name they act with a high level of reliability.
- 3.2. To use the Service, the Customer must be a natural person of at least 18 years of age and/or legal capacity or a legal entity validly constituted in accordance with the law to operate in the market.
- 3.3. Once the registration process has been completed and the Contract subscribed, Lleida.net will provide the Customer with the access codes (username and password) to authenticate themselves, access the Lleida.net platform and make use of the Service.
- 3.4. The client is solely responsible for providing legal, truthful, and current information at all times and ensuring that the treatment of the data of the communications recipient is legitimate in accordance with the applicable regulations.
- 3.5. Lleida.net reserves the right to close the client's account or restrict its functionality without informing the client, provided that Lleida.net suspects or verifies that the account or the Service is used for illegal activities or contrary to the provisions of these General Terms.

4. Authentication

- 4.1. To access the account and use the Service, the Customer must first authenticate by entering the access codes provided during the registration process.
- 4.2. The Customer is solely responsible for making diligent use of the access codes and, in particular, for keeping the password secret to access the Service. Accordingly, the client is responsible for the proper custody and confidentiality of the access codes provided by Lleida.net and undertakes not to assign its use to third parties, either temporarily or permanently, or to allow its access to third persons. The client will be responsible for the use of the Service by any illegitimate third party who uses a password for this purpose due to the client's non-diligent use or loss of the same.
- 4.3. In virtue of the foregoing, the Customer must immediately notify the contact address of Lleida.netcustomer@lleida.net of any fact that allows the improper use of access codes, such as theft, loss or unauthorised access to them. Until such events are reported, Lleida.net will be exempt from any liability that may arise from the improper use of access codes by unauthorised third parties.

5. PRICE, CONDITIONS AND METHODS OF PAYMENT

- 5.1. The client is obliged to pay the price according to the current prices, which he declares to know and to accept. The prices referred to in this clause will be increased with the corresponding taxes.
- 5.2. In the 'post-paid' payment method, the rates may be modified by Lleida.net, giving the client notice at least one (1) month before its entry into force, understood to be accepted by the latter if there is no written communication to the contrary before the entry into force of the new rates.
- 5.3 Any delay in payment will result in the suspension of the service until such time as the client shall regularise the situation. Lleida.net reserves the right to rescind the present contract without any obligation to previous warning if the payment should be delayed for more than thirty calendar days from the date of the invoice.
- 5.4. The absence of payment on due date of any amount by the client will have the effect of his being declared in default, after written notice from Lleida.net, and will force the client to pay default interest from the time he should have been paid until the effective date of payment, in accordance with Law 3/2004 of 29 December, on measures for the control against late payment in commercial operations.
- 5.5. If Lleida.net should provide any free services, these may be withdrawn without previous notification, without the client having thereby no right to compensation for loss or damages.

5.6 Lleida.net reserves the right to extend or improve the services provided, without prior notification. Likewise, Lleida.net reserves the right to change the means used to provide the service.

6. Data Protection

6.1. Lleida.net processes personal data of its Clients in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights, and its implementing regulations (hereinafter, current data protection regulations).

6.2. In accordance with the Organic Law 15/1999, of December 13, on the Protection of Personal Data, Lleida.net informs you that the personal data provided during the registration process will be included in the Customer file for which Lleida.net is responsible, the purpose of which is the management of accounting, tax and administrative clients. You can exercise your rights of access, rectification, cancellation and opposition to Lleida.net by writing to the postal address and / or email atgdpr@lleida.net where you must indicate which right you intend to exercise, attaching a copy of your ID or equivalent document, stating your address for notification purposes. In case the request is made by the legal representative of the interested party, you must attach a photocopy of the ID of both parties, as well as the powers of attorney or authentic document proving the representation. In the process of registering as a Client, the data necessary for reliable client identification is requested, as well as for the registration and use of the Service. This information is necessary for the maintenance and management of relations with clients and to notify them of news or changes in the Service. The information collected, together with the IP address from which it is accessed, is stored and managed by Lleida.net with regard to due confidentiality, applying the computer security measures established in the aforementioned legislation to prevent access or undue use of its data, its handling, deterioration or loss.

6.3. In accordance with the provisions of Organic Law 15/1999, of December 13, on the protection of personal data, in article 12, the access of Lleida.net to data will not be considered as a communication or data transfer as this access and the appropriate treatment is necessary for the provision of the service object. Therefore, and for the purposes of the regulation of personal data protection, Lleida.net will be considered "responsible for the processing" of the Customer's data, and Lleida.net will only process the personal data in accordance with the Client's instructions, expressed in this clause and in the contract, and will not apply them or use them for purposes other than those agreed by the Parties, nor communicate them, or for their conservation, to third parties,

except in the cases foreseen for the subcontracting of services in the current regulations.

6.4. Lleida.net is committed to adopt and implement the technical security measures referred to in Article 9 of the Organic Law 15/1999, of December 13, for the protection of data and, in particular, those corresponding to the Moderate level established by Royal Decree 1720/2007, of December 21, for the data and files object of the contract.

6.5. Once the agreed provision of services has been executed, and when they are not necessary to continue with the order received, the personal data will be destroyed or returned to the Customer by Lleida.net, as well as any support or document that records any personal data.

6.6 Lleida.net reserves the right to monitor and keep records of the use made by the Customer of the Service and its content, of its search history, of the IP from which it accesses, as well as investigate possible violations of these terms and conditions. Lleida.net can cancel access to the Service in case patterns of use are detected contrary to the provisions of these terms and conditions.

6.7. The Client understands and expressly consents to the processing of his personal data in accordance with the conditions and purposes of the applicable legislation. Refusal to provide the requested data or consent to the above treatment will prevent the provision of the Service.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

7.1. All applications or computer programs that make possible the provision of the Service, including the design of the website, its database, navigation structure, texts, images, animations, logos or names, are owned by Lleida.net or, when indicated, they correspond to third parties that authorise their use and integration into the platform and are protected by laws and treaties on intellectual and industrial property.

7.2. Any reproduction, transformation, or distribution of such content, as well as any act of decompilation or reverse engineering outside the visualisation, reproduction, or editing of documents within the Lleida.net platform, is forbidden. Under no circumstance any extraction, reuse and / or exploitation of the contents in conflict with normal exploitation thereof, especially its use for commercial or promotional purposes, in addition to the Service or that prejudice Lleida.net's clients' moral or exploitation right will be allowed. The client will not engage in or allow any act that may in any way lessen or depreciate the value or validity of said Industrial and Intellectual Property Rights.

8. Responsibility and guarantees.

8.1. Lleida.net guarantees the proper functioning of the system in terms of the absence of errors or defects in programming, compilation, and serious and repeated design, as well as the custody of the information hosted on its servers, and will respond within the legal limits allowed by the Spanish legislation, excluding, in any case, the damages resulting from an accident, use or misapplication, not permitted, or unforeseen, as well as any other, direct or indirect, consequential, incidental or special, including, but not limited to, not limiting, any consequential damage or lost profit, interruption of work, breakdown, failure or loss, or any claim by third parties as a result of the foregoing. Lleida.net will not be responsible for the irregular function, failures, errors or damages, direct or indirect, that may be caused to the user's computer system or to the files or documents stored in it, that are caused or deriving from: 1. The capacity or quality of your computer system or the presence of a virus on the user's computer that is used for accessing or using the contracted products or services, 2. Your internet connection, 3. A malfunction of your browser or other applications installed on your system, the use of non-updated versions, or not having the corresponding user license. The responsibility of Lleida.net, in any case of compliance attributable to it, will be limited to the cost of the services provided, which may be the object of a claim.

8.2. Lleida.net is limited to providing a Platform with the elements, applications and functionalities specified in the provisions of these Terms of Use. In no case shall Lleida.net respond to the quality, reliability or adequacy of the data provided by the client of the platform or third parties, or for the infringement of intellectual or industrial property rights, disclosure of company secrets or personal data, infringement of privacy, or any civil, criminal or administrative infractions that the client may have committed through or through said contents.

8.3 The client will have the right to use the service specifically, taking responsibility for the content of the information transferred thereby. LLEIDA.NET exercises no control over the content of the information the client generates or transmits by the use of the Services. Electronic Trading Act.- The client accepts, in accordance with clauses 21 and 22 of the LEY DE SERVICIOS DE LA SOCIEDAD DE LA INFORMACIÓN Y DE COMERCIO ELECTRÓNICO (LSSICE) (Law 32/2002 of 11 July State Gazette. 12 July 2002) that he may not use the services for the sending of mass mail (SPAM, publicity, promotional or commercial material) without the express consent or authorisation of each and every one of the recipients, save in exceptional cases as foreseen and laid down in the Act, together with the sending of mail whose purpose or content may be considered to be contrary to law, morality, and the socially acceptable, or may constitute a crime or offence, as well as those which may prejudice the rights or image of Lleida.net or of third parties.

8.4 If the client fails to fulfil any of its legal obligations, Lleida.net reserves the right to suspend the services immediately, notifying the client of correct non-compliance so that services can be restored. If the client does not remedy the instance of non-compliance within a time limit of five (5) days from the date of communication, Lleida.net could consider a breach, and the client will indemnify for compensation for damages.

8.5 LLEIDA.NET shall retain all relevant operational records for a period of 15 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 of 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.

9 TERM

The contract shall come into force on the date stated for a period of one (1) year from the date on which it enters into force. This Agreement shall automatically renew for subsequent one (1) year periods unless written notice is provided by either party to the other at least thirty (30) days prior to the expiration date of the Agreement. The contract shall be terminated by either party on giving due notice. Termination of the contract releases both parties from their obligation to effect and to receive future performance. Termination does not preclude a claim for damages for non-performance, except for the accounts and other receivables provided under this contract. The termination of this Agreement for any reason will not affect any rights or responsibilities acquired at the expiration date.

10. Maintenance and update of the service

Lleida.net reserves the right to make, at any time, changes and updates to the Service, its contents, configuration, availability and presentation of information as well as these

Terms of Use, without prejudice to the acquired rights , as well as temporarily suspend access to carry out maintenance or improvement tasks, without corresponding any claim for this concept for direct or indirect damages or losses arising from it.

11. Notifications

11.1. Any notification made between the parties will be in writing and will be delivered personally or in any other way that certifies the reception by the notified party, such as the fax, bureau fax, telegram and electronic mail, which are included in the particular conditions of the Contract or those provided by the Client during the registration process. Only notifications made in the addresses provided will be considered valid.

11.2. A change of address by one party must be notified to the other party immediately and ensure its receipt. No change of address will be valid until notified in accordance with the provisions stipulated in this agreement.

12. Applicable Law and Competent Jurisdiction

These terms will apply and will be performed pursuant to the Spanish law. By accepting them, the client, waiving any forum that may correspond, except in cases where it is not possible by law, is subject to the jurisdiction and jurisdiction of the Courts and Tribunals of the city of Lleida (Spain) for the solution of the conflicts that may arise from the present General Conditions of Use or the use of the Service.