



PAN AFRICAN POSTAL UNION
a specialized agency of the African Union (AU)

PAN-AFRICAN POSTAL UNION ADDENDUM TO THE POLICY AND PRACTICES STATEMENT FOR ADVANCED ELECTRONIC SIGNATURE, REGISTERED ELECTRONIC COMMUNICATIONS ATTESTATION CERTIFICATION SERVICES AND DIGITAL POSTAL SERVICES

Version 1.0
2021 – August – 15

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Documentation Control

Description

This document and its provisions describe the specific notes and conditions that clarify and amend the Lleida Networks Serveis Telematics Policy and Practices for application to African Postal Operators who offer services under the Framework Agreement between Lleida Network Serveis Telematics (or any of its Subsidiaries) and the **Pan-African Postal Union, a specialized agency of the African Union**, for advanced electronics signature services, registered electronic communication attestation services, and the technical aspects of such and other services provided under the denomination of “Digital Postal Services”.

Document History

Version	Date	Author	Description
1	2021-08-15	MG	PAN-AFRICAN POSTAL UNION ADDENDUM

Document Classification and Status

Document Classification	
Status	

Related Documents

Description

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1 PREVALENCE

The contents of this Addendum do not replace its related Policies and Practices Statement, and both should be applied together as complementary documents when used under the scope of services provided by a member of the Pan-African Postal Union.

Contents of this Addendum will prevail, only when and where they fully or partially contradict or amend specific aspects or definitions of the Policy and Practices Statement; otherwise, the contents of this Addendum will complement the related Policies and Practices Statement when related Lleida.net Services are used under the scope of services provided by a Postal Operator, member of the Pan African Postal Union.

2 DEFINITIONS

- “Electronic Record or Document”, a record or document that is created, stored, generated, copied, sent, communicated or received by electronic means, on a tangible medium or any other electronic medium and is retrievable in a human readable form
- “Originator”, a natural or legal person by whom, or on whose behalf, a Data Message is sent, whichever the case, but does not include a person who provides services in relation to producing, processing, sending or storing such Data Message and other related services
- “Addressee”, a natural or legal person who is intended by the Originator to receive the Data Message, but not a person who provides services in relation to, processing or storing such Data Message and other related services
- “Data Message”, Electronic Information sent or received by electronic means, whatever the method of retrieval at the place of receipt
- “Electronic Original”, a Data Message to be presented or retained in its original form.
- “Secure Electronic Record”, an Electronic Record or Document that has not been altered since a specified point in time when it was generated
- “Electronic Transaction”, any deal, contract, agreement, message delivery, message reception, concluded or performed, in whole or in part, through Electronic Communication means, including but not limited to, Email, SMS and Web-based communications.
- “PAPU” means the Pan-African Postal Union, a specialized agency of the African Union (AU).

3 OTHER LEGAL AND ACTIVITY MATTERS

3.1 Services Fees

Fees are those established in specific agreements between a PAPU member Postal Operator and its subscribers, or published by a PAPU member Postal Operator in a country.

PAPU member Postal Operator will publish the fees applied to the provision of each one of its services on its website, what might be updated from time to time.

PAPU member Postal Operator will not charge any fees for access to the information needed to verify the validity of proof issued (electronic proof of delivery, attestation evidence certificate), nor to any information which must be made public in virtue of the provisions therein.

3.2 Financial Responsibility

For the purposes of financial responsibility related to the provisioning of the Services by PAPU members, when attributable to Lleida.net as a Technology Partner for the PAPU and PAPU members, Lleida.net will only be liable for a breach of the obligations provided for in applicable laws and in Lleida.net Policies and Practices Statement.

Lleida.net is covered by civil liability insurance with coverage totaling and limited to seven million euro (7,000,000.00 €).

3.3 Personal Data Protection

As a consequence of the provision of Services, it is possible that the PAPU member (Postal Operator) and/or LLEIDA.NET have access to personal data for which the Originator is responsible.

PAPU and the PAPU member (Postal Operator) and LLEIDA.NET inform the Signatory and the Originator of the processing of personal data collected in every contract and those that may be obtained during its validity in order to provide the service requested and billing for it. The legal basis for data processing is the contract between Originator and the PAPU member Postal Operator/LLEIDA.NET. The data provided will be kept for as long as the commercial relationship is maintained or for as many years as necessary to comply with legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation. The Signatory and Originator have the right to obtain confirmation as to whether the PAPU member and/or LLEIDA.NET are processing or sub-processing their personal data, and therefore has the right to access their personal data, rectify inaccurate data or request its deletion when the data are no longer necessary, proving their identity and legitimate interest in those actions. Personal data will not be transferred to a third country without prior consent from the Data Subject. The Signatory and Originator have the right to file a complaint with the relevant Data Privacy Authority in the event that he or she considers that his or her data protection rights are being infringed as per applicable Data Privacy Regulations.

3.4 Obligations

Unsolicited Communications. Originators accept that they may not use the Services to send mass messages (SPAM, advertising, promotional or commercial messages) without the express consent or authorization of each of the Addressees, unless there are legally stipulated exceptions in the Addressee country jurisdiction.

Purpose and Contents of Data Messages. Originators accept that they may not use the Services for sending of messages whose purpose or content may be considered contrary to the law, morality, good customs or those constituting a crime or misdemeanor in their country and the addressees' respective countries, and those that may damage the rights or image of LLEIDA.NET, Pan African Postal Union, Pan African Postal Union members, or third parties.

3.5 Validity Period of this Addendum

This is the current Addendum to the Advanced Electronic Signature, Registered Electronic Communications Attestation Certification Services Policy and Practice Statement for the Services provided by Lleida.net and, under this Addendum, on behalf of a PAPU member Postal Operator. Amendments to this document will be approved by the policy approval and management body of Lleida.net and by the PAPU.

Lleida.net and the PAPU will be able to modify this document for which shall act in accordance with the following procedure:

- The amendment shall be technically, legally or commercially justified.
- Consider all technical and legal implications of the new version of specifications.
- A control of modifications shall be established to ensure that the resulting specifications
- Meet the requirements that were intended to be met and that led to the change.
- The implications that the change of specifications may have on users will be assessed,
- In case they need to be informed of the change.

In the preparatory phase of audits, LLeida.net and PAPU will review this document in order to ensure that it remains up to date in relation to changes that occur in the following aspects:

- Implementing legislative frameworks.
- Publication of standards.
- Improvements or non-conformities identified in the audits.
- Improvements made in the services or launch of new services.
- Adoption of third-party products and services that integrate with those offered by LLeida.net.

LLeida.net and PAPU may make changes to this document without prior notice to users, such as:

- Corrections of typographical errors in the document
- Changes in contact information.
- Changes in service specifications or conditions.

3.6 Policies and Practices Statement

Lleida.net is making available, to the general public, its Advanced Electronic Signature and Registered Electronic Communications Attestation Certification Services Policies and Practices Statement, as well as any applicable Addendums (this addendum) globally and in Africa, in their most recent version, on Lleida.net Repository on www.lleidanet.co.za/policies and on www.lleda.net/policies

Any approved changes to the Lleida.net above mentioned Policies and Practices Statement and its applicable Addendums, will be published in the Lleida.net web site, as well as in the <https://www.digitalpost.africa> web site.

Lleida.net will log all changes to its Policies and Practices Statement and applicable Addendums, together with the effective date of each change, and will retain in its repository a copy of each version of those documents, together with the date they came into effect and the date they ceased to have effect.

3.7 Record keeping, transaction logs and archival

All Lleida.net Services Records, including those related to all services provided by Lleida.net on behalf of a PAPU member Postal Operator, are stored in Electronic Format.

Such Records are stored in a secure, encrypted environment, and are indexed, stored, preserved, archived and might be reproduced under an ISO 27001 audited system, so they remain complete, accurate, legible and accessible to legitimate interested parties.

We keep secure logs and records of transactions logs of (but not limited to):

- Identity Verification Procedures and processes performed for Delegated Registration Authorities / Offerors, Signatories and, in general, all parties participating in our Secure Electronic Signature, Electronic Registered Delivery Services and Digital Postal Services.
- Issuance of Signature and access Credentials
- Electronic Signature and Registered Communications Attestation Certificates and Documents
- The processes carried out to generate Signature and access Credentials
- Our ISMS (Information Security Management Systems), including Information Systems and Network Facilities

We archive all required records pursuant to the requirements of UN-UNICITRAL, different regulations in Africa on Electronic Commerce and Transactions, and EU eIDAS applicable regulations, and store them for 15 years.

3.8 Repository

Lleida.net maintains an online Repository, available to all legitimate interested parties.

This Repository is available on a 24 x 7 basis, and maximum outages of its access will not exceed:

- 1 hour at any time
- 21 hours within a month (0'3% of the aggregated time in a month)

Such Repository contains complete and accurate information about:

- Secure Electronic Signature and Electronic Registered Delivery Attestation Certificate Documents issued by Lleida.net or by a PAPU member with its Technology Partner Lleida.net
- The granted Licenses, Audits, Certifications and recognitions
- Any information about facts that might adversely affect the reliability of any Secure Electronic Signature Attestation Document that Lleida.net or the PAPU member with its Technology Partner Lleida.net has issued, or Lleida.net ability to perform its services, duties and obligations under Electronic Commerce and Transactions regulations

3.9 Risk Management and Security Plan

Lleida.net does have a Risk Management and Security Plan as part of its ISO 27001 audited processes.

This plan includes procedures to face (among many others) the following incidents:

- Threatening Lleida.net Secure Authentication Procedures or devices
- Lack or defects in our systems and networks
- Any material breach of security
- Any security incident affecting Secure Digital Signature and Attestation Certificate Documents by Lleida.net

If any such incidents occur, Lleida.net and PAPU will report such incidents to the competent Authorities within 24 hours from the time Lleida.net and PAPU knew of its occurrence.

3.10 Complaints

Any complaints related to the Lleida.net/PAPU member Secure Electronic Signature and Electronic Registered Delivery Services or Digital Postal Services, should be addressed by the complainant to the PAPU member Postal Operator, providing the service, or to Lleida.net, via any communication mechanism that provides evidence of communication delivery and reception, either electronic or not. The date of reception by Lleida.net will be the one stated in the communication mechanism as such, or the date when Lleida.net provides acknowledgement of reception in case the communication used by the complainant does not provide evidence of reception by Lleida.net.

Lleida.net and the PAPU member will investigate complaints within 30 days, and notify the complainant of the result of its investigation as soon as possible, but always before three (3) months of the complaint reception by Lleida.net.

Complaints can be addressed to:

- Lleida Networks Serveis Telematics, S.A.
 - o C/General Lacy, 42, 28045 - Madrid (Spain)
 - o complaints@lleida.net
- Lleida.net and PAPU Authorized members, as published in <https://www.digitalpost.africa>

3.11 Privacy Protection

PAPU and Lleida.net hereby declare the Services are offered in compliance with applicable Data Privacy Regulations, and with the Guidelines on the Protection of Privacy and Transborder Flows of Personal Data developed by the Organization for Economic Cooperation and Development (OECD), as well as with EU General Data Protection Regulation (GDPR).

3.12 Claims, jurisdiction and applicable Law

Originators, Signatories and Relying Parties hereby agree to be subject to the jurisdiction of the courts and tribunals of Dubai, United Arab Emirates, for any dispute that may arise in relation to the provision of services by Lleida.net directly or on behalf of any PAPU member, expressly waiving any other jurisdiction that would otherwise correspond. If the Signatory is a consumer, the provisions of international treaties and conventions apply. Friendly dispute resolution will always be preferred. Present terms and conditions shall apply and be interpreted as per United Arab Emirates Law.

3.13 Miscellaneous

When Lleida.net or PAPU member with its Technology Partner Lleida.net Attestation Evidence Certificates are used in a context that confirms the formation of a contract or Electronic Transaction, the completion of a valid agreement is based on the Attestation Evidence Certificate or the dispatching and reception of electronic communications (including Email, SMS and web-based messages), and all possible electronic evidence of the transaction are incorporated, confirming the existence of a Proposal and its Acceptance or Response, such as:

- IP address or mobile phone number from which it is accessed,
- operating system used by the user, if possible,
- browser used by the user, if any,
- technical features of the communication and
- complementary information such as mobile phone number linked to the operation when using dual factor authentication techniques or exchange of electronic messages

It should also be noted that a person's consent to use or accept information in Electronic Format may be inferred from his/her affirmative conduct.

4.1 - PAPU and PAPU members' cross-recognition of Attestation Evidence Certificates

Compliance with Lleida.net Policies and Practices Statements, Terms and Conditions, Privacy Policies, Security Policies and other procedures published by Lleida.net, are compulsory for all PAPU member Postal Operators participating in the Services.

Taking such Policies and Practices Statements and the other Lleida.net Policies as a common Services Framework, and provided that all such Services are substantially equivalent, and provided and guaranteed equally for all Postal Operators and Countries under the Lleida.net – PAPU Agreement:

- PAPU recognizes all PAPU members participating Attestation Evidence Certificates to be equivalent among all Attestation Certificate issuing PAPU members, meaning that, to PAPU, any of such issued Certificates are issued with similar or same guarantees across all participating PAPU members.
- As per above, PAPU recommends and supports to consider same admissibility for all Attestation Evidence Certificates issues by any of the participating PAPU members, in their respective countries, but also when used in a different country than the one or the Originator or the PAPU member issuing entity, across all African Union Countries.
- PAPU guarantees this recognition only to those Attestation Evidence Certificates containing the PAPU brand and logo, together with the PAPU member brand and logo.

4.2- PAPU participating members and partners

Digital Postal Services Provider – PAPU members

In order to participate in the Services, a PAPU member must become a DigitalPost.africa initiative member.

Once an agreement has been entered, and services are available to be offered by a PAPU member Postal Operator under this initiative, the participating Postal Operator will be listed as such in the <https://www.digitalpost.africa> web site, under a “PAPU Trusted Services Providers List”

In case a Postal Operator is, for any reasons, terminating the initiative participation, such Postal Operator will be de-listed from the PAPU Trusted Services Providers List.

4.3- Other participants in the DigitalPost.africa initiative

Other Partners

Other different Partners might become DigitalPost.Africa partners, like Systems Integrators, Mobile Operators, Government Agencies, African Union Agencies and others.

All DigitalPost.Africa Partners will also be approved by Lleida.net and PAPU, and listed in the <https://www.digitalpost.africa> web site

In case a Postal Operator or Partner is, for any reasons, terminating the initiative participation, such Postal Operator or Partner will be de-listed from the PAPU Trusted Services Providers List