

Disclosure Statement for the Qualified Electronic Registered Delivery Services

Trust Services

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2 Introduction

2.1 Presentation

This document contains the disclosure statement (hereinafter PDS) applicable to the Qualified Electronic Registered Delivery Services" (hereinafter QERDS) provided by Evicertia, S.L. (hereinafter referred to as Evicertia), which contains the essential information to be known in relation to it.

This document follows the structure defined in Annex B of the ETSI EN 319 421-1 standard because there is no specific one for QERDS adapting it according to the differences between the services.

This document is in accordance with the Evicertia Policy and Practice Statement of Qualified Electronic Registered Delivery Services (hereinafter referred to as PPSQERDS).

3 Versions control

Version	Date	Comments
1.0	12/05/2021	The first version of this document is approved.
1.1	20/10/2021	The retention periods for affidavits are modified to indicate a minimum of 15 years in section 5.2.

4 Contact information

4.1 Responsible organization

The Evicertia QERDS is an initiative of:

- Evicertia, S.L. (Evicertia)
- VAT#: ESB86021839
- Madrid Mercantile Registry Volume: 28127, Book: 0, Folio 11, Section 8, Sheet M-506734, Registration 1.

4.2 Contact details

For any questions, contact:

- Service Assurance Area of Evicertia
- Web: <https://support.evicertia.com> (main)
- Email address: support@evicertia.com
- Phone: +34914237080

5 Types and uses of QERDS

5.1 Access to the Service

Access to the several QERDS URLs will be carried out by means of secure protocols and encrypted communications.

5.2 Events and Evidences

As stated in article 3.36 of eIDAS regulation, the electronic registered delivery service is <<a service that makes it possible to transmit data between third parties by electronic means and provides evidence relating to the handling of the transmitted data, including proof of sending and receiving the data, and that protects transmitted data against the risk of loss, theft, damage or any unauthorised alterations;>> therefore, Evicertia Service allows to collect evidence ensuring that the sender's electronic messages are delivered to its receiver, thus guaranteeing the accuracy and completeness of the evidence.

The person in charge of guaranteeing such accuracy and completeness is the CSP, through a series of cryptographic processes such as implementing electronic signatures and qualified time stamps. Both the signature process and the time stamps are provided by CSP in accordance with the eIDAS Regulation.

Evicertia's evidences are referred to as *affidavits*¹ and they are documents that collect all expert information evidencing that an event has occurred, and it has not been subsequently modified. *Affidavits* may include:

- Sender and Receiver's data of electronic messages.
- The contents sent, along with the processed documents attached, also include cryptographic summaries of the same.
- *Affidavits* may also include information about the following events:
 - Issuance and delivery to the receiver's mail server.
 - Delivery to the receiver's mail server or delivery failure if the message could not be sent.
 - Opening of message.
 - Or any subsequent actions taken by the receiver (if any).
 - The time zone will be UTC (Coordinated Universal Time).

In order to guarantee the integrity of the document and that it has not been subsequently modified, each *affidavit* is electronically signed by the service, and a qualified time stamp is included.

The sender will have access to all his *affidavits* in the qualified delivery service, during the relevant safekeeping period and for a minimum period of fifteen years. The receiver will be able to access the *affidavits* by means of the support service or the sender's information. Once the term of the contract has ended, neither party will have access to the *affidavits*.

¹ *Affidavit*: a legal document that serves as a proof or statement made under oath before a Court, or as a surety or guarantee in other cases. © Diccionario panhispánico del español jurídico (Pan-Hispanic Dictionary of Legal Spanish).

5.3 Subscribers

The Subscriber is the natural or legal person who has contracted Evicertia's QERDS.

5.4 Issuing Qualified Delivery Entity

QERDS are issued by Evicertia, identified through the aforementioned data.

5.5 User Community and Applicability

The users of the service will be mainly the applications and/or systems of the clients (natural or legal persons) who have hired these Evicertia services.

QERDS are included as services provided by Evicertia, to the national supervisor, complying with current technical and legal regulations.

6 Limits of service use

6.1 Permitted Uses

The QERDS generates and issues *affidavits* to prove that a series of data concerning the communication between sender and receiver have existed and have not been altered as of a specific instant in time. Its use is limited to the applications and/or systems of the clients (natural or legal persons) who have contracted these services.

6.1.1 Limits and prohibitions of use

The QERDS will not be used for purposes other than those specified herein. Likewise, the service shall be used only in accordance with the applicable regulations.

7 Obligations of subscribers

The subscriber undertakes to:

- Comply with the terms and agreement, the CPS, as well as Evicertia's practices and policies.
- Sign a service contract with Evicertia.
- Use Evicertia's trusted services in accordance with the procedures and, if necessary, the technical components provided by Evicertia, as set forth in the CPS and Evicertia's documentation.
- Verify electronic signatures and electronic time stamps, including the validity of the used certificate of the *affidavits* generated in Evicertia's QERDS
- Notify any incident or event affecting Evicertia's trusted services.

8 Obligations of verifiers

8.1 Informed decision

The verifier undertakes to comply with the technical, operational and security requirements described in Evicertia CPD, and PPSQERDS.

8.2 Requirements for the verification of the electronic signature corresponding to the affidavits

The check will normally be executed automatically by the verifier's software and, in any case, in accordance with the CPS, the PPSQERDS and this PDS.

8.3 Trust in an unverified electronic signature

If the verifier trusts an unverified electronic signature corresponding to an *affidavit*, he shall assume all risks derived from this action.

8.4 Effect of verification

Due to the correct verification of the signature certificates used in the affidavits, in accordance with this Disclosure Text, the verifier can trust the information provided.

8.5 Correct use and prohibited activities

The Verifier undertakes not to use any affidavit status information or any other information provided by Evicertia in the carrying out of any transaction prohibited by the law applicable to such transaction.

The Verifier undertakes not to inspect, interfere or reverse engineer the technical implementation of Evicertia's certification utilities without prior written consent.

Additionally, the Verifier agrees not to intentionally compromise the security of Evicertia's QERDS utilities.

The QEDS provided by Evicertia have not been designed nor allow for use or resale as control equipment for dangerous situations, or for uses that require fail-safe actions, such as the operation of nuclear facilities, navigation systems or air communication, air traffic control systems, or weapons

control systems, where an error could cause death, physical damage or serious environmental damage.

9 Obligations of Evicertia

As for the provision of QERDS, Evicertia undertakes to:

- The issue, deliver and manage the *affidavits*, in accordance with the instructions provided by the Subscriber, in the cases and for the reasons described in the CPS, and Evicertia's PPSQERDS.
- Execute the services with adequate technical means and material, and with staff that fulfills the qualification and experience conditions established in the CPS, and the PPSQERDS.
- Fulfill the quality levels of the service, in agreement with the established in the CPS, and the PPSQERDS in technical, operational and security aspects.

10 Limited guarantees and rejection of guarantees

10.1 Evicertia's Guarantee for QERDS

Evicertia guarantees to the Subscriber that the affidavits comply with all material requirements established in the CPS.

Evicertia guarantees to the third party relying on the affidavits that the information contained or incorporated by reference is correct, except where otherwise indicated.

Additionally, Evicertia guarantees to the subscriber and the third party relying on the affidavits, the responsibility of the Certification Entity, with the limits established, without Evicertia responding in any case by unforeseen circumstances or in case of *force majeure*.

10.2 Exclusion of guarantees

Evicertia rejects all guarantees other than the aforementioned that are not legally demandable.

11 Applicable agreements and CPS

11.1 Applicable agreements

The agreements applicable to the QERDS are the following:

- License Agreement for Use and Provision of Services, which regulates the relationship between Evicertia and the QERDS Subscriber.
- The conditions incorporated in this PDS.
- The Certification Practice Statement (CPS), and the Policy and Practice Statement of QERDS (PPSQERDS), which regulate the use, issuance and utilization of the *affidavits* of the QERDS.

11.2 CPS and PPSQERDS

The services of QERDS of Evicertia are technically and operationally regulated by Evicertia's CPS and PPSQERDS, by their subsequent updates, as well as by complementary documentation.

The CPS, PPSQERDS and operations documentation are periodically modified in the Registry and can be consulted on the webpage: <https://www.evicertia.com/>.

12 Privacy Policy

See **Personal data protection** section of the Evicertia CPS.

13 Refund Policy

Evicertia will not reimburse the cost of the QERDS in any case.

14 Applicable law, competent jurisdiction, claims, and legal disputes regime

The relationship with Evicertia will be governed by the Spanish law on trust services in force at any given moment, as well as by the civil and commercial legislation, as applicable.

The competent jurisdiction is that which is indicated in the Law 1/2000, of February 7th, of Civil Procedure.

In case of disagreement between the parties, the parties will attempt the previous amicable settlement. To this end, the parties must send a communication to Evicertia by any means that leaves a record to the contact address indicated in this document.

If the parties do not reach an agreement, any of them may submit the conflict to civil jurisdiction, subject to the Courts of the registered office of Evicertia.

An extension of the dispute resolution information is available at the Internet address <https://www.evicertia.com/>.

15 Accreditations and quality seal

No stipulation.

16 Accreditations and compliance audits

Evicertia is included in the list of Spanish trust providers (TSL) <https://sede.minetur.gob.es/prestadores/tsl/tsl.pdf>

Likewise, it is registered as a provider of qualified electronic trust services in the Ministry of Economic Affairs and Digital Transformation:

<https://sedeaplicaciones2.minetur.gob.es/prestadores/busquedaPrestadores.jsp?opcion=c>

In accordance with EU Regulation 910/2014, Evicertia will carry out compliance audits every 2 years.

17 Severability of clauses, survival, entire agreement, and notification

The clauses of this disclosure statement are independent of each other, reason for which, if any clause is considered invalid or inapplicable, the rest of the clauses of the PDS will continue to be applicable, except as otherwise expressly agreed by the parties.

The requirements contained in the **Obligations and civil liability, Compliance Audits, and Confidentiality** of the Evicertia CPS will continue in force after the termination of the service.

This text contains the complete intent and all agreements between the parties.

The parties shall notify each other mutually through email in the following addresses:

- Service Assurance (support@evicertia.com), by Evicertia.
- The electronic address, indicated by the subscriber in the contract with Evicertia.