



# ECD\_CO\_1001.03\_Electronic Signature Service Policy Click&Sign

---

## Document 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
3	29/12/2022	Gloria Salvador	Correction of errors and description of the service
3.1	03/05/2023	Gloria Salvador	ONAC accreditation references

### Distribution list

Company
Lleida SAS

### Classification and status

Ranking	Status
Internal Use	Approved

### Documents referenced

Description

## Table of contents

1. Introduction .....	1
1.1 Aim .....	1
1.2 Scope .....	1
1.3 Distribution.....	1
1.4 Review .....	1
2. Preliminary considerations .....	2
Petitions, Complaints, Claims, Applications and Appeals .....	4
3. Policy administration .....	4
4. Operational requirements for the Click&Sign E-Signature service .....	5
Description .....	5
Service request.....	5
Who can apply for the service.....	6
Registration process and responsibilities.....	6
Service application procedure.....	6
<i>Verification of documentation</i> .....	6
<i>Approval or rejection of service requests</i> .....	6
<i>Deadline for processing service requests</i> .....	7
Service activation .....	7
<i>Actions of the RA of Lleida.net during the activation of the service</i> .....	7
<i>Notification to the applicant by I Lleida.net of the activation of the service.</i> .....	7
<i>Notification of service activation by Lleida.net to other entities</i> .....	7
Acceptance of the service .....	7
<i>How the service is accepted</i> .....	7
Use of the Electronic Signature Service - Click&Sign .....	8
<i>Use of the service by the user</i> .....	8
Renewal of the service .....	8
Modification of the service .....	8
Cancellation and suspension of service .....	8
<i>Circumstances for cancellation</i> .....	8
<i>Who can request cancellation</i> .....	9
<i>Cancellation request procedure</i> .....	10
5. Tariffs .....	11
6. Service security policies .....	12
7. Obligations .....	13
Obligations of the ECD Lleida.net.....	13
8. Map of controls.....	13

# 1. Introduction

## 1.1 Aim

Make known to the general public the guidelines established by Lleida SAS to provide the Click&Sign electronic signature service as an 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, as per the Certificate of Accreditation issued by ONAC to Lleida SAS ([22-ECD-009.pdf \(onac.org.co\)](#)).

## 1.2 Scope

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

## 1.3 Distribution

Once 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 section of this Policy, via 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 within the Organisation, whether operational, legal, regulatory, or contractual, the Policy shall be reviewed as and when necessary, thus ensuring that it always remains relevant.

## 2. Preliminary considerations

The Service Policy of Click&Sign , 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 Click&Sign electronic signature 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 an ECD, before the National Accreditation Body of Colombia (hereinafter ONAC).
- Law 527 of 1999
- Decree 2364 of 2012
- Standards and protocols:

ISO/IEC 19794-7: 2007 Information Technology. Data format for biometric systems based on handwritten signatures.

<https://www.iso.org/standard/38751.html>

Short Message Peer-to-Peer (SMPP)

[https://smpp.org/SMPP\\_v3\\_4\\_Issue1\\_2.pdf](https://smpp.org/SMPP_v3_4_Issue1_2.pdf)

<https://smpp.org/smppv50.pdf>

Universal Computer Protocol (UCP)

[https://support.nowSMS.com/discus/messages/1/EMI\\_UCP\\_Specification\\_40-8156.pdf](https://support.nowSMS.com/discus/messages/1/EMI_UCP_Specification_40-8156.pdf)

Mobile Application Part SS7 Protocol (MAP):

[https://www.etsi.org/deliver/etsi\\_gts/09/0902/05.03.00\\_60/gsmmts\\_0902v050300p.pdf](https://www.etsi.org/deliver/etsi_gts/09/0902/05.03.00_60/gsmmts_0902v050300p.pdf)

Hypertext Transfer Protocol (HTTP)

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

HTTP Over TLS (HTTPS)

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

Simple Mail Transfer Protocol (SMTP) RFC 821, 822, 2821, 2822, 5321, 5322

<https://tools.ietf.org/html/rfc821>

<https://tools.ietf.org/html/rfc822>

<https://tools.ietf.org/html/rfc2822>

<https://tools.ietf.org/html/rfc5321>

<https://tools.ietf.org/html/rfc5322>

Hypertext Transfer Protocol (HTTP)

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

Multipurpose Internet Mail Extensions (MIME) RFC 1847, 2045, 2046, 2047, 4288, 4289, 2049, 2231, 2387

<https://tools.ietf.org/html/rfc1847>

<https://tools.ietf.org/html/rfc2045>

<https://tools.ietf.org/html/rfc2046>

<https://tools.ietf.org/html/rfc2047>

<https://tools.ietf.org/html/rfc4288>

<https://tools.ietf.org/html/rfc4289>

<https://tools.ietf.org/html/rfc2049>

<https://tools.ietf.org/html/rfc2231>

<https://tools.ietf.org/html/rfc2387>

<https://tools.ietf.org/html/rfc1521>

Secure/Multipurpose Internet Mail Extensions (S/MIME) RFC 5751

<https://datatracker.ietf.org/doc/html/rfc5751>

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

RFC 5126 CMS Advanced Electronic Signatures (CAdES)

<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>

#### 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
Email:	co@lleida.net
Website:	www.lleida.net/co
Accreditation Certificate No.	22-ECD-009
Accreditation Certificate	<a href="#">22-ECD-009.pdf (onac.org.co)</a>

#### DETAILS OF THE REGISTRATION ENTITY

The registration entity is the same digital certification service provider.

### Petitions, 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 email to [clientes@lleida.net](mailto:clientes@lleida.net). The template available at [www.lleida.net/co](http://www.lleida.net/co) ECD\_CO 4501 Template PQRSA Lleida SAS must be attached.
- By telephone on +57 1 381 9903

Within a maximum period of 15 days after receipt said petitions etc., must be resolved and notified, after filing, analysis and the drafting of a formal report which will be sent to the subscriber.

## 3. Policy administration

The administration of the Service Policy 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

Email: [compliance@lleida.net](mailto:compliance@lleida.net)

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

## 4. Operational requirements for the Click&Sign E-Signature service

### Description

Service which enables the Lleida.net user (the sender) to send PDF documents to the recipients to carry out an electronic signature process based on the signature methods provided, such as acceptance by pressing a button in a web environment, introduction of an OTP, biometric handwritten signature, or signature with an electronic certificate in the cloud.

The service is flexible so that the sender can configure the branding, the type of signature, the communications to the sender, the signatory and others, the request for document uploading to the signatory, the sending of signature reminders and the reception of signature status notifications, amongst others.

The issuer can set up signature requests defining the recipients, the PDF documents to be signed, aspects such as the number of signatories, whether signature is required in a specific order, and the number of signatories required for the signature to be considered effective.

In all cases, the service will generate signed evidence with a time stamp which will compile the traceability of all certified communications carried out and actions performed by the signatory, thus accrediting their signature. If the signing process period expires, evidence documentary evidence is issued to that effect.

In the case of biometric signature, the document with the embedded biometric signature will also be generated digitally signed and time stamped.

In the case of signing with an electronic certificate in the cloud, the document with the digital signature made in the cloud will also be generated.

### Service request

Any person requiring the Click&Sign electronic signature service can request this service via the Lleida.net website. The RA will forward the request to the Sales Department, which will contact the interested party and ask for their 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, original or copy, in order to verify the identity of the applicant, it can also remove the need to present 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 Click&Sign electronic signature service when, in its opinion, the credibility, commercial value, good name of Lleida.net, legal or moral suitability of the certification system may be put at risk, notifying rejection of the application without the need to indicate the causes.

## Who can apply for the service

Any natural or legal person, legally authorised and duly identified, can apply for the Click&Sign electronic signature service.

## Registration process and responsibilities

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

## Service application procedure

### Verification of documentation

The functions of verification of the applicant's documentation are carried out by Lleida.net's RA, which oversees the authorisation of the activation of the service, checks whether the information provided is valid and whether the attached documentation comply 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 online form/completed email application
- Contract for the provision of services
- Applicant's identification document
- Company Incorporation Certificate and Legal Representation of the Company document, issued within thirty (30) days.
- Tax Identification Number - 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 the information provided has not been fully authenticated, the application will be rejected, and the Click&Sign electronic signature service will not be activated. Lleida.net does not assume any responsibility for the consequences that

may arise from the non-approval of the electronic signature service - Click&Sign and this is accepted and acknowledged by the applicant who has been denied the respective service.

Likewise, Lleida.net reserves the right not to activate the electronic signature service - Click&Sign even when the identification of the applicant or the information provided by the applicant has been fully authenticated, because activation of the digital certification would jeopardise legal order, commerce, good name or the reputation of Lleida.net.

### Deadline for processing 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 receipt of the complete documentation and information. The time for the activation of the service is one (1) working day from receipt of all of the documentation.

### Service activation

#### Actions of the RA of Lleida.net during the activation of the service

The final step in the activation process of the Click&Sign e-Signature service is the delivery of the access credentials by Lleida.net RA and their secure delivery to the responsible person. The activation process of the Click&Sign e-Signature service securely links the registration information and the credentials delivered.

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

The applicant accepts and acknowledges that once the email with the credentials for the electronic signature service - Click&Sign, is received, the electronic signature service - Click&Sign will be understood to have been delivered. It will be understood that the aforementioned 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 provided 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 activation 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 electronic signature service - Click&Sign is considered to be accepted by the responsible party from the moment they request it to be issued. Therefore, if the information contained in the service activation communication does not correspond to the current status of the service

or was provided incorrectly, cancellation must be requested by the responsible party and the latter accepts it, according to the cancellation procedure described below.

## Use of the Electronic Signature Service - Click&Sign

### Use of the service by the user

The user of the service issued by Lleida.net accepts the conditions of use established in this Policy by the mere fact of requesting activation of the service and may only use said services for the uses explicitly mentioned and authorised in this Policy. Consequently, the Click&Sign electronic signature service must not be used for other activities outside the uses. Once the service has expired, the user must stop using the credentials associated with the service. Based on the foregoing, the user accepts and acknowledges that s/he shall be solely responsible for any damage, loss or harm caused to third parties by the using the service beyond the expiration date. Lleida.net assumes no liability whatsoever for any unauthorised use.

### Renewal of the service

The Click&Sign electronic signature service is automatically renewed. Therefore, if the user does not wish to continue using the service, s/he must inform the RA.

### Modification of the service

The Click&Sign e-Signature service is delivered with all the features and functionalities of the same, and therefore 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 any of the following situations:

- a) Loss or disablement of credentials (username and password)
- b) Credentials have been exposed or are at risk of misuse.
- c) Changes in the circumstances under which Lleida.net authorised the service.

If the responsible party does not request the cancellation of the service in the above-mentioned situations, s/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 Electronic Signature Service - Click&Sign will 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 acting on behalf of the user.
- b) Due to a change of user.
- c) Due to the death of the user.
- d) By liquidation in the case of entities that acquired the service.
- e) Confirmation that, or evidence that any information is false.
- (f) certification body ceases activity.
- (g) By order of a court or competent administrative body.
- (h) For compromise of security in any manner, situation or circumstance.
- i) Due to the sudden incapacity of the responsible person or entity.
- (j) New events occur causing the original data to not correspond with reality.
- (k) For the application of the terms and conditions document, in accordance with the terms set out in the contract.
- l) For any ground that reasonably leads to the belief 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) For 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, inter alia: termination of the legal representation, termination of the employment relationship, liquidation or extinction of legal status, ending of a public function or a 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) For failing to meet the obligations established in this Policy on the part of Lleida SAS, the Subscriber or the person responsible.
- r) For failing to pay the certification services agreed between the applicant and Lleida SAS.

Notwithstanding the above, Lleida SAS may also cancel the Click&Sign electronic signature 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 third party acting in good faith or any interested party; when it has demonstrable knowledge of facts and causes mentioned in the section ***Circumstances for the cancellation of the service*** of this Policy, or that the service has been used for purposes other than those set out in the section ***Use of the service by the responsible party***.

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 which implies the 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 via the following procedures:

- By telephone
- By email to [clientes@lleida.net](mailto:clientes@lleida.net)

The request for cancellation of the service must be handled with the utmost urgency, and the cancellation must not take more than three (3) working days after 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 acting in good faith arising from errors and omissions, administrators', legal representatives or employees of Lleida SAS acting in a dishonest and improper way in the carrying out of the activities for which or s/he is authorised. For this purpose Lleida SAS 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. S/he accepts and acknowledges the obligation to inform bona fide third parties of the need to check the validity of the Click&Sign electronic signature service s/he is using at any given time.

Within 24 hours after the cancellation of the Click&Sign electronic signature service, Lleida SAS informs the subscriber or person responsible, by email, of the cancellation of the service and therefore the applicant accepts and acknowledges that once s/he receives the aforementioned email, it will be understood that his/her request has been attended to. It will 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 in the application form.

## 5. Tariffs

The Click&Sign e-Signature Service can be used in prepaid or postpaid mode.

In both cases the electronic signature service - Click&Sign Click&Sign is a process that combines the different services of Lleida.net for the purpose of signing documents.

The elements used by the service are as follows:

- CLICK&SIGN START: the certified sms or mail that initiates the process including a link to a landing page.
- CLICK&SIGN OTP: the certified sms that sends an OTP (One Time Password).
- CLICK&SIGN BASE: the process signature elements on the landing page can be: acceptance button, OTP, button with network. The "acceptance button" modality is not within the scope of the services accredited by ONAC. Includes 3 sms and 10 non-certified reminder mails.
- CLICK&SIGN REMINDER: certified sms or mail to send as reminders to the signatory.
- CLICK&SIGN UPLOAD FILES: non-certified file upload event. Up to 20 files of a maximum of 25MB in total are allowed. File types allowed are .pdf, .jpg and .png.
- CLICK&SIGN REGISTERED UPLOAD FILES: certified event for uploading files. Up to 20 files of a maximum of 25MB in total are allowed. File types allowed are: .pdf, .jpg and .png. Image files are stored compressed in the evidence document.

The process is configured by combining the above elements, being able to parameterise several documents, signatories and signatory levels.

In the case of prepaid mode, it is charged by credits (CRE):

Element	SRA consumed by the service per recipient	Price per ERC (COP)	Total price (COP)
CLICK&SIGN START	7	213,57	1,495.00
CLICK&SIGN OTP	7	213,57	1.495.00
CLICK&SIGN BASE	10	213,57	2.357.00
CLISCK&SIGN REMIDER	7	213,57	1.495.00
CLICK&SIGN UPLOAD FILES	3,5	213,57	747,50
CLICK&SIGN REGISTERED UPLOAD FILES	7	213,57	1.495.00

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

Element	UN consumed by the service per recipient	Price per UN (COP)	Total price (COP)
CLICK&SIGN START	1	1,495.00	1,495.00
CLICK&SIGN OTP	1	1.495.00	1.495.00
CLICK&SIGN BASE	1	2.357.00	2.357.00
CLISCK&SIGN REMIDER	1	1.495.00	1.495.00
CLICK&SIGN UPLOAD FILES	1	747,50	747,50
CLICK&SIGN REGISTERED UPLOAD FILES	1	1.495.00	1.495.00

Prices excl. VAT

Fees are payable by each signatory.

The cancellation request is free of charge.

The rates indicated here may vary according to special commercial agreements reached with users via promotional campaigns.

## 6. Service security policies

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

- Security

The system does not allow unauthorised access to information via the platform nor 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.

- Fidedigno

The originals of the documents are not changed.

- Integrity

The expert evidence generated are not changed.

- Good Information Security Practices

The Electronic Signature Service Management System - Click&Sign 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](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 according to current regulations in the Certificate Policies for the Click&Sign electronic signature service and in the DPC to:

1. Comply with the provisions of 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 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 controls

Standard	Section
CEA- 3.0-07	10.11