



**UNITED ARAB EMIRATES ADDENDUM  
TO THE  
POLICY AND PRACTICES STATEMENT FOR  
ADVANCED ELECTRONIC SIGNATURE  
AND  
REGISTERED ELECTRONIC COMMUNICATIONS ATTESTATION  
CERTIFICATION SERVICES**

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Version 3.0

2020 – September – 28

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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 of Lleida Networks Serveis Telematics for application in the United Arab Emirates, for its advanced electronics signature services and the technical aspects of the registered delivery service.

Regarding its purpose and content, this Addendum is governed by the provisions of Federal Law No. 1 of 2006 on Electronic Commerce and Transactions, Federal Law No. 10 of 1992 the Evidence Law in Civil and Commercial Transactions (as amended by Federal Law No. 36 of 2006), Federal Law No. 11 of 1992 for issuing the Civil Procedures Law, Federal Law No. (5) of 2017 On the Use of Remote Communication Technology in Criminal Proceedings, Ministerial Resolution No. (259) of 2019 On the Procedural Manual for Regulating Litigation Using Electronic and Remote Communication Technologies in Criminal Proceedings, Federal Decree Law No. 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organizations, Cabinet Decision No. 10 of 2019 concerning the implementing regulation of Decree Law No 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organizations, UAE Cabinet Resolution 57/2018 concerning the Executive Regulation of the Civil Procedure Law No 11 of 1992, and UAE Ministerial Resolutions No. (259) and (260) of 2019 On the Procedural Manual for Regulating Litigation Using Electronic and Remote Communication Technologies in Criminal and Civil Proceedings respectively and United Arab Emirates Insurance Authority Board Resolution No. 18/2020.

Regarding Data Privacy, this Addendum is ruled by EU General Data Protection Regulation (EU 2016/679), and by UAE Constitution Article 31 of 1971, UAE Penal Code 2/1987 Article 378 amended by Federal Law 35/2005, Dubai National Law 26/2015, UAE Federal Law 5/2012, UAE Decree Number 3/2003, UAE TRA Consumer Protection Regulations version 1.3, Dubai Law 23/2006, UAE Cabinet Resolution 21/2013, DIFC Law 5/2020, DIFC Data Protection Regulation of 2012, Abu Dhabi Global Market Data Protection Regulations of 2018, Abu Dhabi Global Market Data Protection Regulation 2015 enacted under Article 6 of Law 4/2013, Regulations from the Abu Dhabi Health Authority on Data Standards and Procedures of 2008, Dubai Health Authority Regulations of 2012 revised on April 2014, Federal Law 7/1975 and UAE Ministry of Health Code of Conduct of 1988.

### Document History

Version	Date	Author	Description
1	2019-12-18	MG, JR, EP, ES	UAE Addendum to AES + ERDS
2	2020-01-15	MG	Added Provisions for UAE
3	2020-09-28	MG	Added Provisions on UAE Pass

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Signature and Registered Electronic Communications Attestation Certification Services

### Document Classification and Status

Document Classification	
Status	

### Related Documents

Description

**UNITED ARAB EMIRATES ADDENDUM** to the Policy and Practices Statement for Advanced Electronic Signature and Registered Electronic Communications Attestation Certification Services

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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 in the United Arab Emirates.

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 in the United Arab Emirates.

## 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 perceivable 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 receiving, 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
- “Secure Electronic Signature”, an Electronic Signature which meets the requirements set out in Article (18) of UAE Law 1/2006, also called under this Policy and Practices Statement “Advanced Electronic Signature”
- “Reliable Electronic Signature”, an Electronic Signature which meets the requirements set out in Article (18) of UAE Law 1/2006, also called under this Policy and Practices Statement “Advanced Electronic Signature”
- “Electronic Original”, a Data Message to be presented or retained in its original form, as defined in Article 9 of UAE Law 1/2006
- “Secure Electronic Record”, an Electronic Record or Document that has not been altered since a specified point in time, as defined in Articles 10(4) and 16 of UAE Law 1/2016
- “Electronic Transaction”, any deal, contract or agreement concluded or performed, in whole or in part, through Electronic Communication
- “TRA”, the United Arab Emirates Telecommunications Regulatory Authority

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### 3 OTHER LEGAL AND ACTIVITY MATTERS

#### 3.1 Fees

Fees are those established on Lleida.net web page ([www.lleida.net](http://www.lleida.net), [www.lleidanet.ae](http://www.lleidanet.ae)) or in specific agreements between Lleida.net and its Subscribers, or between Lleida.net and its appointed RAs, or between a Lleida.net appointed RA and its subscribers, as applicable as per the Subscriber Agreement or Client Contract.

Lleida.net 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.

Lleida.net will not charge any fees for access to the information needed to verify the validity of proof issued or to this Addendum, nor to any information which must be made public in virtue of the provisions therein.

#### 3.2 Financial Responsibility

For the purposes of UAE Law 1/2016 Article 21 Three (e) and Five (a), 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 and this Addendum to such Policies and Practices Statement.

Lleida.net is covered by civil liability insurance with coverage totaling seven million euro (7,000,000.00 €), or approx. twenty-eight million Dirham (AED 28,000,000).

#### 3.3 Personal Data Protection

As a consequence of the provision of Services, it is possible that LLEIDA.NET has access to personal data for which the Originator is responsible.

LLEIDA.NET informs 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 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 has the right to obtain confirmation as to whether LLEIDA.NET is 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 interest in those actions. Personal data will not be transferred to a third country without prior consent from the Data Subject. The Signatory has the right to file a complaint with the relevant Data Privacy Authority in the UAE in the event that he or she considers that his or her data protection rights are being infringed as per UAE Data Privacy Regulations.

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### 3.4 Obligations

Unsolicited Communications. Originators accepts, in accordance with the provisions of UAE TRA Consumer Protection Regulations v1.3 or later, 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.

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 UAE law, morality, good customs or those constituting a crime or misdemeanor and those that may damage the rights or image of LLEIDA.NET or third parties.

### 3.5 Validity Period of this Addendum

This is the current UAE Addendum to the Advanced Electronic Signature and Registered Electronic Communications Attestation Certification Service Policy and Practice Statement for the Services offered by Lleida.net. Amendments to this document will be approved by the policy approval and management body.

Lleida.net 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 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 framework.
- 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 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.

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### 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) in the UAE, in their most recent version, on Lleida.net Repository on [www.lleida.net/policies](http://www.lleida.net/policies) and on [www.lledanet.ae/policies](http://www.lledanet.ae/policies)

Any approved changes to the Lleida.net above mentioned Policies and Practices Statement and its applicable Addendums in the UAE, will be communicated to the UAE TRA within thirty (30) days of implementing such changes.

Lleida.net will log all changes to its Policies and Practices Statement and UAE 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 Records are stored in Electronic Format.

Our Records are stored in a secure, encrypted environment, and are indexed, stored, preserved, archived and might be reproduced under an ISO 27001 certified 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 Services.
- Issuance of Signature Credentials
- Electronic Signature and Registered Communications Attestation Certificates and Documents
- The processes carried out to generate Signature Credentials
- Our ISMS (Information Security Management Systems), including Information Systems and Network Facilities

We archive all required records pursuant to the requirements of the UAE Federal Law No. 1 of 2006 on Electronic Commerce and Transactions, and store them for 15 years.

### 3.8 Repository

We maintain an online Repository, available to all legitimate interested parties.

His 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)



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Such Repository contains complete and accurate information about:

- Secure Electronic Signature Attestation Certificate Documents issued by Lleida.net
- The granted License to Lleida.net issued by the UAE TRA
- Any information about facts that might adversely affect the reliability of any Secure Electronic Signature Attestation Document that Lleida.net has issued, or Lleida.net ability to perform its services, duties and obligations under the UAE Federal Law 1/2006 on Electronic Commerce and Transactions

### 3.9 Risk Management and Security Plan

Lleida.net does have a Risk Management and Security Plan as part of its ISO 27001 certified 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 will report such incidents to the UAE TRA within 24 hours from the time Lleida.net knew of its occurrence.

### 3.10 Complaints

Any complaints related to the Lleida.net Secure Electronic Signature Services, should be addressed by the complainant 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 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.

In case the complaint is not resolved within these three (3) months, the complainant may apply to the UAE TRA in writing for assistance in resolving the complaint.

Complaints can be addressed to:

- Lleida Networks Serveis Telematics, S.A.
  - o C/General Lacy, 42, 28045 - Madrid (Spain)
  - o [uae\\_complaints@lleida.net](mailto:uae_complaints@lleida.net)
- Lleida.net Authorized Partners or Subsidiaries in the UAE, as published in [www.lleidanet.ae](http://www.lleidanet.ae)

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### 3.11 Privacy Protection

Lleida.net hereby declares the Lleida.net Service is offered in compliance with UAE 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 Cessation of Lleida.net Secure Electronic Signature operations

Notwithstanding with the provisions of the Lleida.net Advanced Electronic Signature and Registered Communications Attestation Certification Services Policies and Practices Statement, in case of this Service cessation in the UAE, Lleida.net will:

- Provide a written notice to the UAE TRA of its intention to cease providing Lleida.net Secure Electronic Signature Services, including a copy of the Service Cessation Plan and the Transition Plan, at least ninety (90) days before:
  - o The date when Lleida.net will cease providing the service
  - o Expiry of the License issued by the UAE TRA to Lleida.net in case Lleida.net does have the intention not to renew such License
- Provide reliable notice to its Signatories and any other entity or person approved for the services, at least sixty (60) days before cessation of the services or expiration of the License, as the case may be.
- Advertise its intention to cease providing the services at least sixty (60) days before cessation of the services in UAE daily newspapers or other mediums or manner that the UAE TRA might determine.
- Make reasonable efforts to assist Signatories with a transition to another Electronic Signature Service Provider as may be determined by the UAE TRA.
- Revoke all credentials and means issued for the utilization of the Lleida.net service, even to users who might have not requested such revocation.
- Undertake needed measure to ensure that the service cessation does not cause disruption to its Signatories and Relying Parties
- Make arrangements for Lleida.net records and Attestation Certification Documents related to the Lleida.net service, to be archived in a trustworthy manner for a period of at least seven (7) years after service cessation, or any other period of time as might be determined by the UAE TRA.
- Make arrangements to adequately ensure the ongoing maintenance of Lleida.net systems and security measures for sensitive and accurate data.
- Comply with any such requirements, criteria, information requests or directives as may be issued by the UAE TRA.

Above obligations will be complied with, both in case of voluntary service cessation as well as in case of suspension or revocation of the License by the UAE TRA as a result of a situation breaching the UAE Federal Law 1/2006 or UAE Ministerial Resolution No 1 of 2008.

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### 3.13 Claims, jurisdiction and applicable Law

UAE Originators, Signatories and Relying Parties hereby agree to be subject to the jurisdiction of the courts and tribunals of Abu Dhabi, United Arab Emirates, for any dispute that may arise in relation to the provision of services by Lleida.net, 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.

### 3.14 Miscellaneous

When Lleida.net Attestations are used in a context that confirm the formation of a contract or Electronic Transaction, as described in Articles 11, 12 and 13 of UAE Law 1/2006, the completion of an advanced electronic signature not based on a certificate or the dispatching and reception of electronic communications, all possible electronic evidence of the transaction are incorporated, such as:

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

It should also be noted that as per Article 6 of UAE Law 1/2006 (1), a person's consent to use or accept information in Electronic Format may be inferred from his/her affirmative conduct.

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#### 4.1 UAE Pass

UAE Pass is an initiative and service led by Smart Dubai Government Office, Abu Dhabi Digital Authority and the Telecommunications Regulatory Authority.

UAE Pass is available to all United Arab Emirates Citizens and Residents, and Lleida.net considers UAE Pass as a National Digital Identity in the United Arab Emirates.

Some Lleida.net Services for Electronic Signatures and Electronic Registered Delivery Services, support the utilization of UAE Pass for, at least, the following functions:

- Signatories, Receivers and Addressees Identity Verification and Authentication
- Signatories, Receivers and Addressees transactions Authorization
- Signatories, Receivers and Addressees Onboarding and Registration
- Signatories, Receivers and Addressees Digital Signature with UAE Pass

When UAE Pass is used by a Signatory, Receiver or Addressee, and such Signatory, Receiver or Addressee provides his/her consent to use his/her UAE Pass, the Signatory, Receiver or Addressee agrees that the Offeror or Sender might:

- Obtain information provided by the UAE Pass Service about the Signatory, Receiver or Addressee, including but not limited to:
  - o Full Name and Last Name in English and Arabic
  - o Emirates ID Number
  - o Gender
  - o Nationality
  - o Date of Birth
  - o UAE Pass Unique User Identifier (UUID)
  - o UAE SmartPass Identifier
  - o UAE Pass User Registered Email Address
  - o UAE Pass User Registered Mobile Phone Number
  - o Marital status
  - o Other details
- By providing his/her consent on the UAE Pass System (providing User UAE Pass PIN or UAE Pass User Signature Key), the UAE Pass Users, as a Signatory, Receiver or Addressee, will be authorizing the Sender or Offeror to access above mentioned information, for the purposes declared by the Sender or Offeror.
- When using UAE Pass together or in conjunction with Lleida.net Services, the UAE Pass User will be subject and bound to the Lleida.net Policy and Practices Statement, to the Lleida.net Addendum for the United Arab Emirates for the Lleida.net Policy and Practices Statement, to the Lleida.net Services Terms and Conditions, AND to the UAE Pass Terms and Conditions, UAE Pass Policies and Practices Statements (<https://ca-repository.desc.gov.ae/>) and UAE Pass Privacy Policy.

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#### 4.2 UAE Pass utilization with Lleida.net Electronic Signature and Registered Electronic Delivery Services

Signatories, Receivers or Addressees Identity Verification.- Lleida.net considers UAE Pass as a National Digital Identity System, where UAE Government is issuing and recognizing UAE Pass related verified identities.

To all effects, Lleida.net considers the UAE Pass as a legitimate, valid Electronic Identification mechanism, that will produce the following levels of Identity Verification Assurance and Electronic Signatures:

- 1.- If UAE Pass is one of level SOP1 by the UAE Pass system:

No UAE Pass holder Identity Verification has been completed.

Lleida.net considers this Identity as of “Low Level of Assurance”

SOP1 UAE Pass Users, unless further Identity Verification is performed as per Lleida.net Policy and Practices Statement, and as per contractual obligations between the intervening parties, ARE NOT ALLOWED to perform any Advanced or Qualified Electronic Signature using the UAE Pass.

UAE Pass Identity Information obtained from SOP1 UAE Pass through Lleida.net and UAE Pass systems, alone, should not be considered to have been verified, and should only be accepted by the Offeror / Sender at his/her own risk.

- 2.- If UAE Pass is one of level SOP2 by the UAE Pass system:

Identity Verification has been completed based on a pre-existing MoI SmartPass or Dubai ID, but not directly by UAE Pass, biometrically.

Lleida.net considers this Identity as of “Substantial Level of Assurance”

SOP2 UAE Pass Users, ARE ALLOWED to perform Advanced Electronic Signatures using the UAE Pass.

UAE Pass Identity Information obtained from SOP2 UAE Pass through Lleida.net and UAE Pass systems, is considered by Lleida.net to have been verified with a Substantial Level of Assurance, and can be accepted by the Offeror / Sender as such, and Electronic Signatures produced by SOP2 UAE Pass Users should be considered to be “Advanced Electronic Signatures”, with ultimate proof of identity, if required, will be a responsibility of MoI SmartPass or Dubai ID.

- 3.- If UAE Pass is one of level SOP3 by the UAE Pass system:

Identity of the UAE Pass Subscriber is considered to have been verified with a “High level of Assurance”, and has been performed by using biometric mechanisms with Subscriber Physical Presence, directly by UAE Pass.

Lleida.net considers this Identity as of “High Level of Assurance”.

SOP3 UAE Pass Users, ARE ALLOWED to perform Qualified Electronic Signatures using the UAE Pass.

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UAE Pass Identity Information obtained from SOP3 UAE Pass through Lleida.net and UAE Pass systems, alone, can be considered to have been verified, and should be accepted by the Offeror / Sender as a Qualified Electronic Signature.

#### 4.3 Lleida.net Documentary Evidence when Services are used together with UAE Pass

When an Identity Verification process has been performed in Lleida.net Services, using the UAE Pass as the mechanism to verify Signatory, Receiver or Addressee Identity, or UAE Pass is used to Digitally Sign a document using UAE Pass, the Lleida.net Documentary Evidence Document (Registered Electronic Communications Attestation Certificate) will clearly display:

- Full Name and Last Name of the Signatory / Receiver / Addressee
- Emirates ID Number for the Signatory, Receiver or Addressee
- Level of Assurance of the Identity Verification for the UAE Pass used (SOP1, SOP2, SOP3)
- Level of Electronic Signature (in case of Electronic Signature Transaction) as “Advanced” or “Qualified”.

#### 4.4 UAE Pass Subscriptions

Lleida.net does not perform any User subscriptions to UAE Pass.

UAE Pass subscription and application can be obtained on <https://www.smartdubai.ae/apps-services/details/uae-pass>