

**SOUTH AFRICA ADDENDUM  
TO THE  
POLICY AND PRACTICES STATEMENT FOR  
ELECTRONIC SIGNATURE, REGISTERED COMMUNICATIONS  
AND  
AUTHENTICATION SERVICES**

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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 South Africa, for its electronic signature, registered communications and authentication services and the technical aspects of the registered delivery service, either provide by Lleida.net Serveis Telematcs S.S. or by its South African Subsidiary, Lleida.net South Africa.

Regarding its purpose and content, this Addendum is governed by the provisions of the Electronic Communications and Transactions Act 25 of 2002 (ECTA), and the Regulations under Electronic Communications and Transactions Act 25 of 2002,

Regarding Data Privacy, this Addendum is ruled by EU General Data Protection Regulation (EU 2016/679), and by provisions regarding personal data of the Electronic Communications and Transactions Act 25 of 2002. Also Protection of Personal Information Act 4 of 2013 (POPIA) has been taken into consideration

### Document History

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1	2021-03-10	GS, MG, JR, EP, ES	South Africa Addendum to ES + AS
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3			

### Document Classification and Status

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### Related Documents

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**SOUTH AFRICA ADDENDUM to the Policy and Practices Statement for Electronic Signature, Registered Communications and Authentication Services**

## 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 South Africa.

Contents of this Addendum will prevail, only when and where they fully or partially contradict or amend specific aspects or definitions 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 South Africa.

## 2 DEFINITIONS

Under ECTA the following definitions will apply:

- “addressee”, in respect of a data message, means a person who is intended by the originator to receive the data message, but not a person acting as an intermediary in respect of that data message;
- “authentication products or services” means products or services designed to identify the holder of an electronic signature to other persons;
- “automated transaction” means an electronic transaction conducted or performed, in whole or in part, by means of data messages in which the conduct or data messages of one or both parties are not reviewed by a natural person in the ordinary course of such natural person’s business or employment;
- “consumer” means any natural person who enters or intends entering into an electronic transaction with a supplier as the end user of the goods or services offered by that supplier;
- “Consumer Affairs Committee” means the Consumer Affairs Committee established by section 2 of the Consumer Affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988);
- “data” means electronic representations of information in any form;
- “data controller” means any person who electronically requests, collects, collates, processes or stores personal information from or in respect of a data subject;
- “data message” means data generated, sent, received or stored by electronic means and includes
  - (a) voice, where the voice is used in an automated transaction; and
  - (b) a stored record;
- “data subject” means any natural person from or in respect of whom personal information has been requested, collected, collated, processed or stored, after the commencement of this Act;
- “e-government services” means any public service provided by electronic means by any public body in the Republic;
- “electronic agent” means a computer program or an electronic or other automated means used independently to initiate an action or respond to data messages or performances in whole or in part, in an automated transaction;
- “electronic communication” means a communication by means of data messages;

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- “electronic signature” means data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature;
- “e-mail” means electronic mail, a data message used or intended to be used as a mail message between the originator and addressee in an electronic communication;
- “information system” means a system for generating, sending, receiving, storing, displaying or otherwise processing data messages and includes the Internet;
- “information system services” includes the provision of connections, the operation of facilities for information systems, the provision of access to information systems, the transmission or routing of data messages between or among points specified by a user and the processing and storage of data, at the individual request of the recipient of the service;
- “intermediary” means a person who, on behalf of another person, whether as agent or not, sends, receives or stores a particular data message or provides other services with respect to that data message;
- “originator” means a person by whom, or on whose behalf, a data message purports to have been sent or generated prior to storage, if any, but does not include a person acting as an intermediary with respect to that data message;
- “person” includes a natural or legal person, meaning an individual, entity or organization;
- “personal information” means information about an identifiable individual, including, but not limited to -
  - information relating to the race, gender, sex, pregnancy, marital status,
  - national, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the individual;
  - information relating to the education or the medical, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
  - any identifying number, symbol, or other particular assigned to the individual;
  - the address, fingerprints or blood type of the individual;
  - the personal opinions, views or preferences of the individual, except where they are about another individual or about a proposal for a grant, an award or a prize to be made to another individual;
  - correspondence sent by the individual that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
  - the views or opinions of another individual about the individual;
  - the views or opinions of another individual about a proposal for a grant, an award or a prize to be made to the individual, but excluding the name of the other individual where it appears with the views or opinions of the other individual; and the name of the individual where it appears with other personal information
  - relating to the individual or where the disclosure of the name itself would
  - reveal information about the individual,

but excludes information about an individual who has been dead for more than 20 years;

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- “private body” means-
  - (a) a natural person who comes or has carried on any trade, business or
  - (b) a partnership which carries or has carried on any trade, business or profession;
  - (c) any former or existing juristic person,but not a public body:
- “public body” means-
  - (a) any department of state or administration in the national, provincial, regional or municipal sphere
  - (b) any other functionary or institution when a provincial constitution; or profession. but only in such capacity; or of government or any municipality in the local sphere of government; or
    - (i) exercising a power or performing a duty in terms of the Constitution or
    - (ii) exercising a power or performing a function in terms of any legislation;
- “Third party”, in relation to a service provider, means a subscriber to the service provider’s services or any other user of the service provider’s services or a user of information systems;
- “transaction” means a transaction of either a commercial or non-commercial nature, and includes the provision of information and e-government services;

### 3 SERVICE PROVISION AND LEGAL FRAMEWORK

Lleida.net is providing authentication services in South Africa. This activity is covered under ECTA in the following terms:

#### **Accreditation to be voluntary**

*35. Subject to section 30, a person may, without the prior authority of any other person, sell or provide authentication products or services in the Republic.*

Lleida.net technology to deliver electronic signatures guarantees the holder of the signature.

Data messages delivered under Lleida.net technology (registered communications) meet substantial evidential weight under article 15(3) of ECTA:

*(3) In assessing the evidential weight of a data message, regard must be had to*

*(a) the reliability of the manner in which the data message was generated,*

*(b) the reliability of the manner in which the integrity of the data message was stored*

*(c) the manner in which its originator was identified; and*

*(d) any other relevant factor*

In particular, Lleida.net services are equal to certified post in regards of article 19(4) of ECTA, given and in case they meet the requirements:

*(4) Where any law requires or permits a person to send a document or information by registered or certified post or similar service, that requirement is met if an electronic copy of the document or information is sent to the South African Post Office Limited, is registered by the said Post Office and sent by that Post Office to the electronic address provided by the sender.*

### 4 OTHER LEGAL AND ACTIVITY MATTERS

#### 4.1 Fees

Fees are those established on Lleida.net web page ([www.lleidanet.co.za](http://www.lleidanet.co.za)) or in specific agreements between Lleida.net and its Subscribers, or between Lleida.net and its appointed third parties, or between a Lleida.net appointed third party 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.

#### 4.2 Financial Responsibility

Lleida.net will 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 over one hundred twenty-six million rand (ZAR 126,000,000).

#### 4.3 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 will perform as Data Controller following the provisions of Chapter VIII of ECTA

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 his/her 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 South Africa in the event that he or she considers that his or her data protection rights are being infringed as per POPIA.

#### 4.4 Obligations

Unsolicited Communications. Originators accepts, in accordance with the provisions of Article 45 of ECTA, that they may not use the Services to send mass unsolicited messages (SPAM, advertising, promotional or commercial messages) without the express consent or authorization of each of the addressees, unless they provide (a) with the option to cancel his or her subscription to the mailing list of that (b) with the identifying particulars of the source from which that person obtained

Failing to comply with or contravening above subsection and or sending unsolicited commercial communications to a person who has advised the sender that such communications are unwelcome, is guilty of an offence and liable.

#### 4.5 Validity Period of this Addendum

This is the current South Africa Addendum to the Electronic Signature, Registered Communications and Authentication 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.

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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.

#### 4.6 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 South Africa, in their most recent version, on Lleida.net Repository on [www.lleidanet.co.za/policies](http://www.lleidanet.co.za/policies)

Any approved changes to the Lleida.net above mentioned Policies and Practices Statement and its applicable Addendums in South Africa, will be published in Lleida.net website immediately after implementing such changes.

Lleida.net will log all changes to its Policies and Practices Statement and South Africa 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 to and the date they ceased to have effect.

#### 4.7 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 and Policies, 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 Electronic Signature Services.
- Issuance of Signature Credentials
- Electronic Signature and Registered Communications Attestation 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 ECTA, and store them for 15 years.

#### 4.8 Repository

We maintain 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:

- Electronic Signature Attestation Documents issued by Lleida.net
- Any information about facts that might adversely affect the reliability of any Electronic Signature Attestation Document that Lleida.net has issued, or Lleida.net ability to perform its services, duties and obligations under ECTA

#### 4.9 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 Electronic Signature and Attestation Documents by Lleida.net

If any such incidents occur, Lleida.net will report such incidents to the relevant authorities within 24 hours from the time Lleida.net knew of its occurrence.

#### 4.10 Complaints

Any complaints related to the Lleida.net 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 Consumer Affairs Committee in writing for assistance in resolving the complaint.

Complaints can be addressed to:

- Lleidanet South Africa
  - o PO Box 7750
  - o Centurion, Gauteng – 0046, South Africa
  - o [za\\_complaints@lleida.net](mailto:za_complaints@lleida.net)
- Lleida Networks Serveis Telematics, S.A.
  - o C/General Lacy, 42, 28045 - Madrid (Spain)
  - o [za\\_complaints@lleida.net](mailto:za_complaints@lleida.net)

#### 4.11 Privacy Protection

Lleida.net hereby declares the Lleida.net Service is offered in compliance with ECTA and POPIA, 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).

#### 4.12 Cessation of Lleida.net 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 South Africa, Lleida.net will:

- 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 South Africa in its website.
- Make reasonable efforts to assist Signatories with a transition to another Electronic Signature Service Provider.
- 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 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.
- Make arrangements to adequately ensure the ongoing maintenance of Lleida.net systems and security measures for sensitive and accurate data.

Above obligations will be complied with in case of voluntary service cessation.

#### 4.13 Claims, jurisdiction and applicable Law

South Africa Originators, Signatories and relying third Parties hereby agree to be subject to the jurisdiction of the courts and tribunals of Cape Town, South Africa, 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 South African Law.

#### 4.14 Miscellaneous

When Lleida.net Attestations are used in a context that confirm the formation of a contract or Electronic Transaction, as described in Article 13 of ECTA, the completion of an 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 Articles 13 and 24 of ECTA, a person's expression of intent or other statements may be inferred from his/her affirmative conduct. And also should be noticed following article 45 that *No agreement is concluded where a consumer has failed to respond to an unsolicited communication*