

# General Conditions Aangetekende.email service

## General

Connect Solutions BV, with head office in 3550 Heusden-Zolder, Zandstraat 187 and with enterprise number 0843.871.294 has developed a service for the application of electronic registered deliveries (registered e-mail). The User and CONNECT SOLUTIONS conclude a contract for the use and administration of the Aangetekende.email service of CONNECT SOLUTIONS.

Throughout the present General Conditions, specific terms are used that have the meanings assigned hereunder:

**Trust Service:** the electronic service that is provided in accordance with eIDAS Regulation (EU) No. 910/2014 of the European Parliament and the Council and that, among other things, controls the electronic registered delivery (registered e-mail) of messages;

**Electronic Registered Delivery (Registered e-mail, eRDS):** Trust Service in accordance with eIDAS Regulation (EU) No. 910/2014 of the European Parliament and the Council with which the sending and receiving of messages between parties through electronic means is controlled and the proof provided for the concerned parties concerning the exchanged data and the way in which it was handled; it also gives certainty regarding the integrity of the exchanged data as well as offering protection against the risk of loss, theft, damage or unintentional change;

**Aangetekende.email service:** the qualified Trust Service offered by CONNECT SOLUTIONS in connection with the delivery and collection of electronic registered delivery;

**Account:** account to which a single User (or several Users in the case of legal persons) are attached with a view to access the Aangetekende.email service.

**User:** natural person with access to an Account;

**Administrator:** User with access on behalf of his/her natural person or on behalf of a legal person to an Account, this including specific administrative functions such as the addition or removal of Users.

**Subscription:** a subscription by an Account on the Aangetekende.email service.

**Subscriber:** a company or private person with a subscription on the Aangetekende.email service.

**Addressee:** a company or private person that receives an electronic registered delivery via the Aangetekende.email service.

**Subscribed Addressee:** A Subscriber of the Aangetekende.email service who receives an electronic registered delivery on the Aangetekende.email service;

**Non-subscribed Addressee:** a company or private person that is not subscribed on the Aangetekende.email service and who receives an electronic registered delivery via the Aangetekende.email service;

**Sender:** Subscriber of the Aangetekende.email service who sends an electronic registered delivery to a Subscribed or Non-subscribed Addressee;

**Itsme:** Itsme ([www.itsme.be](http://www.itsme.be)) is a Belgian identification service operated by Belgian Mobile ID NV (Sint Goedeleplein 5, 1000 Brussels - company registration number 0541.659.084), a consortium of Belgium's leading banks and mobile network operators.

## **1. Purpose**

The purpose of the present General Conditions is to establish the conditions for the provision of the Aangetekende.email service by Connect Solutions to the Subscriber and its use by the Subscriber in application of eIDAS Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

The Aangetekende.email Service is offered as a web application and is accessible by means of the url: <https://www.aangetekende.email> or <https://www.digiconnect.be>

Connect Solutions offers the possibility for custom branding of its Aangetekende.email Service to partners and customers. In such cases, subdomain(s) and SSL certificates of the partner's/customer's domain name are configured by Connect Solutions on its webserver to access the Service from these subdomain(s). The partner/customer has to add records to their DNS to point the subdomain to the Aangetekende.email Service. Besides the domain name, also the e-mail address used to send notifications of new pending registered deliveries can be customized to partners and customers. In such case, the partner/customer has to add DNS records related to SPF, DKIM, DMARC to allow Connect Solutions to send e-mails from their domain name. In all cases where custom branding is applied, explicit mentioning is done on the screens that the service is the eIDAS qualified service of Connect Solutions. A link to Connect Solutions' mentioning on the EU trusted list and the General Conditions of the eIDAS qualified service of Connect Solutions are referred to in all cases where custom branding is applied. A list of the partner's/customer's subdomains pointing to the Aangetekende.email Service, together with details of the related SSL certificate, can be downloaded on the website of the qualified trust service provider (<https://www.aangetekende.email>) so that the reliability of the custom branded variants can be verified. The current General Conditions do apply in custom branded variants of the service as well as the contractual relation between the Subscriber and CONNECT SOLUTIONS as qualified trust service provider.

The Aangetekende.email Service will exchange messages only within the service meaning that the Sender will post the message within the service and Addressee will collect the message within the service. No other eRDS provider than Connect Solutions is involved in the provision of the trust service.

## **2. Entry into effect and duration**

The contract becomes effective upon completion of the Subscription and acceptance of the present terms and conditions; it shall remain effective until such time as the Subscription is removed.

### **3. Enrolment**

Enrolment on the qualified trust service can be done separately as “Sender” and as “Addressee”. A Subscriber can thus decide to subscribe to the service only as “Sender” or “Addressee” or both.

#### **3.1 Sender (natural person)**

The Sender has to create an Account and then subscribe to the Aangetekende.email service. Two-factor authentication need to be enabled when subscribed to the Aangetekende.email service.

To subscribe to the Aangetekende.email service, a one-time identification at high level of confidence need to take place. For this, an authentication with the Belgian eID authentication certificate, an electronic signature with the Belgian eID or an electronic signature/seal with an eIDAS qualified certificate or the identification procedure Itsme shall be performed by the natural person. Alternatively, a face-to-face physical identification of the natural person is performed by Connect Solutions.

The Aangetekende.email Subscription is not activated until a positive validation of the identification results (performed automatically by the system or performed manually by the administrator or sales role of Connect Solutions).

In case of identification with the eID authentication certificate or a qualified signature/seal certificate (e.g. Belgian eID signature certificate), the Aangetekende.email Subscription is not activated until a positive validation of the authentication, and the validity of the certificate (expiry date, revocation status by means of CRL/ OCSP responses).

In case of identification with Itsme, the Aangetekende.email Subscription is not activated until a positive validation of the requester’s identity by Itsme. The Aangetekende.email service determines a successful requester identification by Itsme by the verification of the electronic signature on the identification data set returned from Itsme to the Aangetekende.email service.

In case of a face-to-face physical identification, the Aangetekende.email Subscription is not activated until a positive validation of the requester’s identity by means of the passport/ID card he/she possesses and physical resemblance with the photo on the passport/ID card.

Also, e-mail address and mobile phone number have to be provided. The Aangetekende.email service verifies the validity of the e-mail address by sending a 6-digits verification code to the e-mail address that need to be entered on the web form by the requester.

#### **3.2 Sender (legal person)**

The Sender has to create an Account and then subscribe to the Aangetekende.email service. Two-factor authentication need to be enabled when subscribed to the Aangetekende.email service for every User accessing to the Aangetekende.email service.

To subscribe to the Aangetekende.email service, the person performing the application process must first indicate if he/she is a legal representative of the company.

If the person indicates that he/she is a legal representative, a short enrolment procedure can be taken place. The person must therefore authenticate him/herself with the Belgian eID authentication certificate, itsme, or other eIDAS qualified signature certificate. After successful authentication, the data returned by the eID authentication certificate, itsme or other eIDAS qualified signature certificate are compared by the system with the persons included in the CBE (via webservice) as legal representative. If there is a match, the enrolment procedure is complete and the legal representative can subsequently fully use and manage the Aangetekende.email company Subscription. This also includes an empowerment to manage (add, change, remove) other users on the Aangetekende.email service.

Alternatively, if the short enrolment procedure is not possible, the following procedure applies:

The person performing the application process has firstly to successfully perform the basic identification for natural person (see 3.1 §2).

Next, the person performing the application process has to upload a pre-filled-out approval form electronically signed off (using the Belgian eID or other eIDAS qualified certificate) by a legal representative of the company. The approval form contains the empowerment of the person performing the application process and, if necessary, of further company employees (it is a finite list) to fully use and manage the Aangetekende.email company Subscription. This also includes an empowerment of the persons listed on the form to manage (add, change, remove) other Users on the Aangetekende.email service. In case no electronic signature is possible, a handwritten signed approval form with name, date and handwritten signature of the legal representative is transmitted in original form to Connect Solutions (e.g. by post).

It is the company/legal person's obligation to regard the "approval form" as part of the company's internal signature regulations.

Next, the person performing the application process for the company Subscription, using the field provided for the purpose, upload documents showing the identity of the legal representative of the company (e.g. the most recent "CBE enterprise extract" for Belgian Companies).

The Aangetekende.email Subscription is not activated until a positive validation of the Subscription (performed by the administrator or sales role of Connect Solutions).

First of all, the electronic signature of the legal representative of the company on the approval form is verified by Connect Solutions. This review contains the review of the validity of the signatures and certificates (incl. CRL/OCSP responses). In case of a handwritten signature, a verification is done to see if it is an original document (no copy) and name, date and handwritten signature are on the form.

If successfully verified, a verification is performed whether the natural person who signed the approval form, is authorized to act on behalf of the company (i.e. is the legal representative indeed). For Belgian companies, use is made of the CBE register. Besides the CBE register, other company

registers are used by Connect Solutions to perform the verification. Only the independent search by Connect Solutions itself is used as reference, and not the documents uploaded by the person performing the application process.

At the next step, Connect Solutions verifies if the User performing the application process is also listed on the approval form as one of the persons empowered to fully use and manage the Aangetekende.email company Subscription. For this, the identification results of the basic identification for this person as natural person (see above) and the content of the approval form are used by Connect Solutions.

For the initial administrator during enrollment, e-mail address and mobile phone number have to be provided. After enrollment for the initial administrator, and for additional added users, mobile phone number is optional. E-mail address is required for all users.

### 3.3 Addressee (natural person)

No Account creation nor enrolment (subscription to the Aangetekende.email service) in the sense of eIDAS is necessary for a natural person Addressee. If the Addressee wishes to do so, the same enrollment procedure as described in 3.1 is applicable.

### 3.4 Addressee (legal person)

No Account creation nor enrolment (subscription to the Aangetekende.email service) in the sense of eIDAS is necessary for a legal person Addressee. If the Addressee wishes to do so, the same enrollment procedure as described in 3.2 is applicable.

## **4. Service usage**

### 4.1 Sender (natural person)

Since a Sender has to be subscribed for the Aangetekende.email service, two-factor authentication or other (see 5.) will be enforced to logon to the service.

### 4.2 Sender (legal person)

Since a Sender has to be subscribed for the Aangetekende.email service, two-factor authentication or other (see 5.) will be enforced to logon to the service.

### 4.3 Addressee (natural person)

If the Addressee is subscribed to the Aangetekende.email service, he/she can collect the message by logging on to the platform. Since an Addressee is subscribed for the Aangetekende.email service in this case, two-factor authentication or other (see 5.) will be enforced to logon to the service.

If the Addressee is not subscribed to the Aangetekende.email service, he/she gets a unique one-time token with which the registered delivery can be collected, e.g. by e-mail or SMS.

When collecting the message, a web page is opened where the Addressee has to authenticate him/herself with the Belgian eID authentication certificate, itsme or other eIDAS qualified signature certificate. After successful authentication, the authentication data returned, i.e. name and first name, are compared by the system with identification data, i.e. name and first name, as entered by the Sender. If there is a match, i.e. the name and first name as entered by the Sender corresponds with the name and one of the first names returned by the authentication procedure, the message can be made available to the Addressee. Optionally, the content of the message is also sent as an attachment by e-mail to the e-mail address specified by the Sender.

If the data returned by the authentication procedure does not match the identification data entered by the Sender, the message cannot be collected electronically, and the Addressee will be notified on the collection web page.

#### 4.4 Addressee (legal person)

If the Addressee is subscribed to the Aangetekende.email service, she can collect the message by logging on to the service. Since an Addressee is subscribed for the Aangetekende.email service in this case, two-factor authentication or other (see 5.) will be enforced to logon to the service.

If the Addressee is not subscribed to the Aangetekende.email service, she gets a unique one-time token with which the registered delivery can be collected, e.g. by e-mail or SMS.

When collecting the message, a web page is opened showing the company registration number that was provided by the Sender.

The person who collects the message must initially indicate on this web page whether he/she is a legal representative of the stated company registration number.

If the person who collects the message indicates that he/she is a legal representative, he/she must then authenticate him/herself with the Belgian eID authentication certificate, itsme, or other eIDAS qualified signature certificate. After successful authentication, the name and first name(s) returned by the eID authentication certificate, itsme or other eIDAS qualified signature certificate are compared by the system with the name and first name of the persons included in the CBE as legal representative (via webservice). If there is a match, i.e. the name and first name of a legal representative in the CBE corresponds with the name and one of the first names returned by the authentication procedure, the message can be made available. Optionally, the content of the message is also sent as an attachment by e-mail to the e-mail address specified by the Sender.

If the person who collects the message indicates that he/she is not a legal representative, this person must be created as a proxy on the website of the trust service provider by a legal representative beforehand in order to be able to collect the registered delivery for the company registration number. In order to create the list of proxies, the legal representative must authenticate him/herself

with the Belgian eID authentication certificate, itsme, or other eIDAS qualified signature certificate on the website of the trust service provider. After successful authentication, the data returned by the eID authentication certificate, itsme or other eIDAS qualified signature certificate are compared by the system with the persons included in the CBE as legal representative (via webservice). If there is a match, the legal representative is given access to maintain the list of proxies.

When collecting the message, the proxy must authenticate him/herself with the Belgian eID authentication certificate, itsme, or another eIDAS qualified signature certificate. After successful authentication, the authentication data returned by the eID authentication certificate, itsme or other eIDAS qualified signature certificate are compared by the system with the list of the proxies. If there is a match, i.e. the name and first name of a proxy in the list of proxies corresponds with the name and one of the first names returned by the authentication procedure, the message can be made available. Optionally, the content of the message is also sent as an attachment by e-mail to the e-mail address specified by the Sender.

If the authentication procedure does not have a positive result, the message cannot be collected electronically, and the Addressee is informed about this on the collection web page.

## **5. Two-factor authentication and other logon mechanisms**

Two-factor authentication mechanisms allowed for the Aangetekende.email service:

- User id + password + one-time password by SMS (6 digits in the range from 0 to 9)
- User id + password + one-time password by e-mail (6 digits in the range from 0 to 9)
- User id + password + Time-based One-time Password (TOTP) on authenticator app (6 digits in the range from 0 to 9).
- User id + password + authentication certificate issued by a trusted CA linked to the Subscription account. The user can upload the public part of the certificate (.cer file) in the account settings to link the certificate with the user account. This is then used by the system to validate authentication and logon to the corresponding account. The list of trusted issuer CA's that are accepted by the system are mentioned and updated on the certificate upload screen.

Other logon mechanisms:

- Logon with the Belgian eID linked to the Account
- Logon with other eIDAS qualified signature/seal certificate linked to the Account
- Logon with Itsme ID linked to the Account

## **6. Password policy**

- Passwords need to be minimal 6 characters long and must contain minimum one letter, one digit, and a special character
- After 3 failed logons, a captcha is used to verify that input is not done by a robot
- After 7 subsequent failed logons the password is locked, and the password reset procedure needs to be started to unlock.

In case of a company Account with multiple Users, the password can be reset by another User of the company Account.

The User can also reset the password itself by logging on with an alternative logon mechanism (e.g. identification service or logon with qualified certificate/seal) and resetting the password.

Alternatively, a User can request password reset on the logon screen. Two different verification codes are sent to the email address and mobile phone number entered at User creation (see chapter 3), respectively, that need to be entered on the web form. If correct, a new password can be set.

## **7. Deletion of an active Subscription on the Aangetekende.email service**

An active Subscription on the Aangetekende.email service may be removed. To that end the User must be able to log on to the Account with the status of Administrator.

Once the striking-off of the Subscription is confirmed, that Subscription is then marked for deletion with a view to final removal within 45 days of the day of marking for final striking-off.

No new messages may be sent to that Account from the day following marking for final striking-off. Messages still pending for collection in this period will still have to be processed. Outgoing messages may no longer be sent during this period.

### **8.1 Sending and collecting a registered message**

#### **8.1.1 Addressee is subscribed on the Aangetekende.email.**

The Sender authenticates with the service Aangetekende.email (see 4.1 and 4.2) and enters the Addressee. If the addressee is a company, the company registration number of the Addressee has to be entered. If the Addressee is a natural person, the email address of the natural person has to be entered.

If the Addressee is subscribed to the Aangetekende.email service, the message can be deposited immediately as electronic registered delivery on the qualified service Aangetekende.email and be made available to the Addressee.

The deposited electronic registered delivery contains the message as created by the Sender with service metadata added by Connect Solutions (e.g. Sender information, Addressee information).

It is sealed with one of the certificates of Connect Solutions that are listed on the Belgian Trusted List. The seals contain a qualified timestamp. The sealed and timestamped message serves as the “proof of deposit”.

To collect the message, the Addressee logs on to the Aangetekende.email service by identifying him/herself (see 4.3 and 4.4) prior to be able to collect the message.

The Addressee then confirms the message for receipt.



Connect Solutions then creates the “proof of receipt” by adding a seal and timestamp as “proof of receipt” to the already existing “proof of deposit”.

#### 8.1.2 Addressee is not subscribed on the Aangetekende.email service

The Sender authenticates with the service Aangetekende.email (see 4.1 and 4.2) and enters the Addressee. If the Addressee is not subscribed to the Aangetekende.email service, the procedure is then as follows:

1. The Sender submits a prior notification of the message to the qualified service Aangetekende.email with the Addressee details, the latest date/time of deposit and the message content.

In case the Addressee is a company, the Addressee’s details are the company registration number, the company name, the language of the Addressee and the postal address of the Addressee (for in case of fallback to hybrid registered delivery). Optionally, details where the token to collect the registered delivery in electronic form (see step 2) should be sent to, e.g. e-mail address, mobile phone number, postal address (optionally because the Sender can also send the token him/herself to the Addressee).

In case the Addressee is a person, the Addressee’s details are the first name and name of the person, the language of the Addressee and the postal address of the Addressee (for in case of fallback to hybrid registered delivery). Optionally, details where the token to collect the registered delivery in electronic form (see step 2) should be sent to, e.g. e-mail address, mobile phone number, postal address (optionally because the Sender can also send the token him/herself to the Addressee).

The message receives the status “Pending” on the qualified service Aangetekende.email.

**Important: The message is at this stage solely in a “waiting folder” and not yet deposited on the qualified service Aangetekende.email and has no legal value yet.**

2. The qualified service Aangetekende.email creates a unique one-time token for the notified message in step 1. The Addressee can use this token to accept the registered delivery in electronic form.
3. Once the Addressee has accepted the registered delivery in electronic form and has authenticated (see 4.3 and 4.4) and this acceptance takes place before the latest date/time of deposit as indicated in the prior notification of the message by the Sender in step 1, the message will be automatically taken out of the “waiting folder” and will be deposited on the qualified service Aangetekende.email as an electronic registered delivery and be made available to the Addressee in the same browser session as where the authentication is done.

The deposited electronic registered delivery contains the message as created by the Sender with service metadata added by Connect Solutions (e.g. Sender information, Addressee information).

It is sealed with one of the certificates of Connect Solutions that are listed on the Belgian Trusted List. The seal contains a qualified timestamp. The sealed and timestamped message serves as the “proof of deposit” and “proof of acceptance and receipt”.

If the Addressee has not yet accepted the registered delivery in electronic form at the time of the latest date/time of deposit, the message will optionally be treated further as a hybrid registered delivery. See additional conditions regarding the hybrid registered delivery for more information.

## **8.2 Proxy to act on behalf of Subscriber**

A Subscriber may create a proxy to allow another (legal) person Subscriber to act on their behalf on the qualified service Aangetekende.email.

This proxy can include the following actions to be performed on behalf of the Subscriber:

- Sending outgoing registered deliveries
- View the contents of sent registered deliveries
- Follow up and view the content of status messages related to the sent registered deliveries
- Collection, signing for receipt and view of the contents of incoming registered deliveries

A proxy can be managed (created/revoked):

- Online after authentication with eID or itsme. In case of a legal person, a legal representative of the company has to authenticate in order to set the proxy.
- Offline, by signing a proxy form. In case of a legal person, a legal representative of the company has to sign the proxy form electronically with a qualified electronic signature or with a handwritten signature.

The proxy will only be set after positive validation of the authorization. In case of the online procedure, the system checks whether the authentication of the Subscriber was successful. In case of a legal person, the data returned by the eID authentication certificate or itsme are compared by the system with the persons included in the CBE (via webservice) as legal representative. If there is a match, access to set the proxy is given.

In case of the offline procedure, the qualified electronic signature on the proxy form is verified by Connect Solutions. This review contains the review of the validity of the signature and certificate (incl. OCSP responses). In case of a handwritten signature, a verification is done to see if it is an original document (no copy) and name, date and handwritten signature are on the form. If successfully verified and in case of a legal person, a verification is performed whether the person who signed the proxy form, is authorized to act on behalf of the company (i.e. is a legal representative). For Belgian companies, use is made of the CBE register (Crossroads Bank for Enterprises (Kruispuntbank voor Ondernemingen)). Besides the CBE register, other company registers are used by Connect Solutions to perform the verification.

When a proxy is active, the User(s) of the Account to which the proxy is given can perform the allowed actions from its account on behalf of the (legal) person that gave the proxy.

Actions performed by the proxy on behalf of the (legal) person are legally considered as performed by the (legal) person itself. Connect Solutions is not responsible for any incorrect or incomplete actions carried out by the proxy. E.g. Connect Solutions is not responsible if the proxy does not, not timely or incorrectly submits an outgoing registered delivery on behalf of the (legal) person, nor if the proxy does not or not timely collects an incoming registered delivery on behalf of the (legal) person. Also any transfer of outgoing and incoming registered deliveries data between the proxy and the (legal) person is outside the responsibility of Connect Solutions. Arrangements and responsibilities should be laid down in a contractual relationship between the proxy and the (legal) person.

Revocation of the proxy need to be initiated by the Subscriber, either online or offline (see above). The Subscriber is responsible for the accurate management of the proxies, including (timely) revocation.

## **9. Legal effect of electronic registered delivery**

9.1. Data sent and received using a qualified electronic registered delivery service has legal effect and shall enjoy the presumption of the integrity of the data, the sending of that data by the identified sender, its receipt by the identified addressee and the accuracy of the date and time of sending and receipt indicated by the qualified electronic registered delivery service.

9.2 The Aangetekende.email service only maintains its legal effect and eIDAS qualified status in case of correct use and respect of the General Conditions.

9.3. **IMPORTANT!** By subscribing on the Aangetekende.email service as an Addressee, the Subscriber declares to accept registered delivery in electronic form and gives permission to all other Subscribers to send electronic registered delivery to him/her. In case the Addressee is subscribed to the Aangetekende.email service, regardless of if the Addressee collects the electronic registered delivery, he/she is regarded as having had the opportunity to take note of the content of the electronic registered delivery. The content of the electronic registered delivery has therefore legal effect with regard to the Addressee.

The Users of the Subscribed Addressee shall take the necessary precautions to ensure that notifications by e-mail do not end up in the spam and shall, if necessary, add the e-mail addresses [admin@aangetekende.email](mailto:admin@aangetekende.email) and [support@aangetekende.email](mailto:support@aangetekende.email) to the safe senders in the spam settings.

Despite the user-friendliness offered by the Aangetekende.email service by means of notifications by e-mail, it is the Subscribed Addressee's responsibility to regularly consult the Account to see whether any new electronic registered deliveries are pending to be collected.

It is the Subscribed Addressee's responsibility to check his/her message within the time limits laid down in Article 10 and collect any electronic registered deliveries that he/she may have received, to read the message and the attachments and to reply on them. CONNECT SOLUTIONS will not conduct any control in the matter and cannot be held responsible for any consequences arising from the electronic registered delivery and failure to respond to it.

9.4 **IMPORTANT!** In the case of a registered delivery to a Non-Subscribed Addressee, the registered delivery only has legal value after the Non-Registered Addressee has accepted the registered delivery in electronic form and the electronic registered delivery has been deposited on the service Aangetekende.email (legal date of deposit = date of deposit of the electronic registered delivery at the service Aangetekende.email, which corresponds to the date of acceptance of the registered delivery in electronic form by the Addressee). See also 8.1.2.

9.5 If the Sender sends a registered message via the Aangetekende.email service to a Non-Subscribed Addressee, it is the Sender's responsibility to ensure that he/she has agreement with the Addressee for the use of his/her identification data.

9.6 CONNECT SOLUTIONS will not conduct any control concerning the fulfillment of the responsibilities stated in 9.5. Therefore, it is the full responsibility of the Sender to ensure correct use of the service and respect of the General Conditions.

## **10. Availability of electronic registered deliveries**

10.1 After the electronic registered delivery is sent to a Subscribed Addressee, the Subscribed Addressee receives a notification by email and the message is made available in the Account of the Subscribed Addressee. From that moment, the Subscribed Addressee has a period of 14 days within which to collect the electronic registered delivery.

10.2 If the Subscribed Addressee has not collected the electronic registered delivery within the period of 14 days, the electronic registered delivery is removed from the Subscribed Addressee's Account. The Sender receives notification of this by e-mail. From that moment, the Sender has another 30 days in which to download the uncollected message in PDF format containing the original message & attachments and qualified electronic seal of Connect Solutions with proof of and date/time of deposit. After that period of 30 days the message is removed from the Sender's Account. It is the responsibility of the Sender to download the message in PDF format before the end of this 30-day period.

10.3 From the moment the electronic registered delivery is collected by the Subscribed Addressee, the Sender gets a notification by e-mail, and both Sender and Subscribed Addressee have 30 days to download the message in PDF format containing the original message & attachments and qualified electronic seals of Connect Solutions with proof of and date/time of deposit and collection. After that period of 30 days the message is removed from the Sender's and Subscribed Addressee's Account. It is the responsibility of the Sender and Subscribed Addressee to download the message in PDF format before the end of this 30-day period.

10.4 In the case of an electronic registered delivery to a Non-Subscribed Addressee (8.1.2), deposit & collection of the concerned electronic registered delivery is done in the same step. The time periods as set out in 10.1 and 10.2 do consequently not apply here. The time periods as set out in 10.3 do apply for the Sender, i.e. the Sender has 30 days to download the message in PDF format containing the original message & attachments and qualified electronic seals of Connect Solutions with proof of and date/time of deposit and collection. The Non-Subscribed Addressee can collect and download the message only once from the service. It is the responsibility of the Addressee to save the message in PDF format in its own records on his/her PC for long-term availability.

10.5 The seals in the PDF file are of type PAdES LTV (long term validation), meaning that the validity of the certificates at the time of signing (CSP/OCSP responses) is included in the seals. This ensures that the validity of the seals can be verified for a long time and even after expiration of the certificates using signature validation software, without intervention of Connect Solutions.

10.6 **IMPORTANT!** Once downloaded, it is always the responsibility of the Addressee and the Sender to check ALL electronic seals in the downloaded PDF file for validity in order to be sure that no unauthorized changes have been made to the document. This can be done by opening the PDF file in signature validation software and checking the validity of the seals. The seals in the PDF file are of type PAdES LTV (long term validation), meaning that the validity of the certificates at the time of signing (CSP/OCSP responses) is included in the seals. This ensures that the validity of the seals can be verified for a long time and even after expiration of the certificates using signature validation software, without intervention of Connect Solutions.

## **11. Administration and use of the Account on the Aangetekende.email service**

11.1 Access to and use of the Aangetekende.email service is strictly personally linked to the User. The User shall not reveal password or other login information to third parties and keep tools and devices used to login safe and personal (i.e. eID card, authentication certificates, smartphone used for 2-factor authentication/itsme) so as to prevent third parties from obtaining illegal access to the Aangetekende.email service.

11.2 In case of doubt regarding any violation of the confidentiality and/or the integrity of the login data or tools and devices used to login, the User must immediately take the necessary measures for the control, protection and blocking of the User or Account concerned and inform CONNECT SOLUTIONS regarding the possible security incident.

The User is at all times responsible for the careful administration of login data and all possible resultant transactions on the Aangetekende.email service.

11.3 In case of an Account for a legal person, the legal person is responsible for the accurate management of Users on the Account, including addition, change and (timely) removal of Users and granting of access rights to the Users.

In the case of a legal person as Non-Subscribed Addressee, it is the responsibility of the legal person to properly manage the proxies to collect registered deliveries (see 4.4) on the website of the trust

service provider (e.g. remove a proxy upon termination of employment). It is the legal person's obligation to regard the proxies as part of the company's internal signature regulations.

All natural persons acting for a legal person act on behalf of the legal person and it is the responsibility of the legal person to ensure that these natural persons are aware of and comply with these General Conditions.

11.4 A legal person subscriber can add other, additional persons being empowered for usage and management of the corporate Subscription. For this, the legal representative of the company has to give a formal approval.

11.5 The content of the sent electronic registered delivery is always the Sender's responsibility. CONNECT SOLUTIONS cannot be held responsible for the content made available to the Addressee by means of the use of the Aangetekende.email service.

11.6 The User is obliged to treat any form of (personal) data with which he/she may come into contact within the Aangetekende.email service with appropriate confidentiality and use it exclusively within the Aangetekende.email service and only according to the necessities of the used services.

In case of improper use of the Aangetekende.email service, CONNECT SOLUTIONS reserves the right to suspend the use of the Account temporarily, to deny access to the Account to one or more Users temporarily, to close the Account or to deny any future access to the Account for the associated User.

CONNECT SOLUTIONS reserves the right to claim compensation in the event that it sustains any direct or indirect loss as a result of improper use of the Account.

11.7 It is the User's responsibility to have accurate security measures (e.g. antivirus, up-to-date operating system, lock mechanism on smartphone used for 2-factor authentication) on the devices from where the Aangetekende.email service is accessed.

11.8. It is the responsibility of the User, when connecting to the Aangetekende.email service, to check for HTTPS in the browser and to check the certificate to ensure the site is identified as owned by Connect Solutions bv, Heusden-Zolder, Limburg, BE. Hyperlinks in e-mails received from Aangetekende.email e-mail addresses should only be clicked on if they start with <https://www.aangetekende.email/>

## **12. Liability**

12.1 In conformity with Regulation 910/2014 Art. 13, CONNECT SOLUTIONS is responsible for damage caused intentionally or negligently to any natural or legal person due to a failure to comply with the obligations under this Regulation.

The intention or negligence of a qualified trust service provider shall be presumed unless that qualified trust service provider proves that the damage referred to in the first subparagraph occurred without the intention or negligence of that qualified trust service provider.

12.2 CONNECT SOLUTIONS BV may not be held liable for:

- loss of any kind sustained by the User if CONNECT SOLUTIONS BV can prove that it is the result of unforeseen circumstances or problems with external parties or failure of external parties to comply with their obligations;
- loss of any kind sustained by the User if CONNECT SOLUTIONS BV can prove that it is the result of failure of the User to comply with these General Conditions.
- destruction, damage or theft through external influences;
- the consequences of hacking of the Aangetekende.email service (application, servers, infrastructure);
- damage claims or legal proceeding concerning protection of any intellectual rights on material delivered by the User;
- for consequential damage and/or any form of indirect damage, including loss of use and profit, except in case of fraud or intentional error.

12.3 The compensation to which CONNECT SOLUTIONS may be held liable since this agreement, whatever the cause, nature and object of the claims, shall be limited to a maximum of 1 250 000.00 euros per incident and per year, this on the understanding that damage affecting several different clients as a consequence of one single originating fact will be regarded as one single incident.

12.4 If the User intends to claim compensation he/she must inform CONNECT SOLUTIONS accordingly in writing and as promptly as possible. He/she is not allowed to withhold or postpone payment of outstanding invoices.

12.5 The liability of Connect Solutions is in all cases limited to the amount paid for the registered delivery, except in case of fraud or intentional error.

12.6 Article 12.1 § 2 does not apply for messages that are not yet deposited on the qualified service Aangetekende.email and are solely a “waiting folder” and thus not yet in scope of the qualified trust service. See 8.1.2 bullet 1.

### **13. Maintenance and availability**

13.1 CONNECT SOLUTIONS takes the necessary care to ensure the availability of the Aangetekende.email service and is bound only by a commitment of effort. Temporary unavailability of the Aangetekende.email service may not, however, result in a penalty, compensation or cancellation of the agreement.

13.2 The User agrees that in case of maintenance or adaptation works either on the Aangetekende.email service or the underlying infrastructure, access to and use of the Aangetekende.email service will temporarily not be available.

13.3 CONNECT SOLUTIONS tries to carry out non-urgent maintenance or adaptation works on working days, before 09:00 hrs and after 18:00 hrs, or on non-working days. If this is not possible for CONNECT SOLUTIONS the user will be informed on the login page with indication of the expected duration of the works, and this at least 24 hours before the start of the maintenance or adaptation works.

13.4 If the User experiences a problem with the access to or use of the Aangetekende.email service he/she must contact CONNECT SOLUTIONS immediately. The User must describe the problem and its consequences as accurately as possible.

#### **14. "Force majeure"**

No party shall be held liable if it is impossible for it to respect all or some of its obligations because of unforeseen circumstances ("force majeure") as generally understood in law.

The following are expressly regarded as cases of force majeure: riots, total or partial strikes within or outside the company, lock-out, extreme heavy weather, epidemics, the blocking of transport or supplies for any reason, earthquake, fire, storm, flood, water damage, restrictions imposed by the government or by law. The term "force majeure" also includes, as expressly agreed: destruction of equipment, computer attacks or piracy, the total or partial blocking of the bandwidth, of the fossil fuel supply, the temporary or final removal or prohibition, for any reason, of access to the internet, the networks, the means of telecommunication the cause of which is outside the volition or control of the parties and the requirements or provisions of a legislative or regulatory nature imposing restrictions on the object of the licence or on free movement.

#### **15. Right of use and intellectual property**

15.1 Full property of the intellectual rights on the Aangetekende.email service provided by CONNECT SOLUTIONS remains with CONNECT SOLUTIONS. The User may not use, copy or reproduce them by any means or disclose them to third parties without the consent of the latter.

15.2 CONNECT SOLUTIONS is the legal owner of the rights of use and operation concerning the software of third parties used for the running of the Aangetekende.email service.

15.3 CONNECT SOLUTIONS grants the User a non-exclusive and non-transferable right of use concerning the Aangetekende.email service, this for the duration of existence of the Subscription. No other rights are granted. The right of use is not transferable to third parties unless written permission is first obtained from CONNECT SOLUTIONS.

15.4 The User undertakes not to violate, directly or indirectly, the rights of CONNECT SOLUTIONS and to take all necessary measures to guarantee the property right of CONNECT SOLUTIONS on the Aangetekende.email service.

#### **16. Protection of privacy**

Art.5 of Regulation 910/2014 (eIDAS) includes "Data processing and protection". Art.5.1 refers to the integral Directive 95/46/EC with which Trust Services must be in compliance.

As of 25/05/2018 collection, storage and processing of personal data within the Aangetekende.email service is also done in accordance with Regulation 2016/679, the EU General Data Protection Regulation (GDPR) replacing the Data Protection Directive 95/46/EC.



For CONNECT SOLUTIONS the personal privacy of their users is a paramount of importance.

To comply with GDPR, Connect Solutions has fulfilled her duties as being:

- A privacy policy posted on the website;
- A certified General Data Protection Officer (DPO) is appointed;
- GDPR Processing Activities Registers are maintained.

The privacy policy informs the users about:

- The personal data we keep;
- The legal ground on which we process the personal data;
- The period of storage;
- Other parties we share their personal data with;
- The rights of the users and how they can exercise their rights, such as the portability of their personal data;
- How they can unsubscribe from the Aangetekende.email service and the consequences when unsubscribing;
- The contact details of the DPO.

In the GDPR Processing Activities Register we describe the following points:

- The name and contact information of Connect Solutions who is responsible for the processing of the personal data;
- The contact details of the DPO;
- The purposes of the processing of the personal data;
- The types of personal data we process;
- The different categories of people involved;
- The different categories of external parties who receive the personal data;
- A detailed description of which personal data the different categories of external parties receive;
- The legal ground of processing each type of personal data and passing on.

In no case CONNECT SOLUTIONS will subject their users to profiling.

## **17. Price and payment**

Pricing and price conditions published on the website are applicable unless explicitly agreed otherwise.

In case of late payment, a reminder is sent 14 calendar days after the due date to the e-mail address linked to the Account. If the reminder fails to elicit a useful response in good time, a notice of default is sent 30 calendar days after the due date. An administrative cost of 10% of the invoice amount with a minimum of 15 euros is charged. If payment is still not forthcoming the access to the Aangetekende.email service is blocked from 45 calendar days after the due date until such time as

payment of all due fees, plus any additional costs and interest owed on commercial debts, these to be calculated from the due date is received.

Except where otherwise agreed all applicable fees are due for the whole duration of the Subscription, regardless of any blocking of the Aangetekende.email service .

## **18. Support and Helpdesk**

CONNECT SOLUTIONS provides an e-mail address [support@aangetekende.email](mailto:support@aangetekende.email) where Users can report 24/7 concerning defects in the Aangetekende.email service.

After CONNECT SOLUTIONS receives a message of a defect, CONNECT SOLUTIONS decides whether or not that defect or fault is urgent.

If it is urgent the defect will be treated and rectified by CONNECT SOLUTIONS to the best of its abilities within 48 hours of assignment of the ticket.

If it is non-urgent the defect will be treated and rectified by CONNECT SOLUTIONS to the best of its abilities as soon as possible within 7 days of assignment of the ticket.

CONNECT SOLUTIONS will take all reasonable measures to restore correct functioning for the User of the Aangetekende.email service as quickly as possible.

## **19. Miscellaneous**

19.1 These conditions do not affect the exercise by CONNECT SOLUTIONS of any of its other legal or contractual rights.

19.2 If CONNECT SOLUTIONS should happen not to demand the execution of the provisions of these terms and conditions this may not be construed as suspension or surrender of application of that or any other term or condition.

19.3 CONNECT SOLUTIONS reserves the right to amend or to supplement the present terms and conditions unilaterally. These changes or additions shall have immediate effect from the time of their publication on the website of CONNECT SOLUTIONS.

If CONNECT SOLUTIONS makes changes or additions to these terms and conditions it will change the date of the "last update" on the bottom of the document.

19.4 The relation between CONNECT SOLUTIONS and User is exclusively governed by Belgian law. Any case of dispute shall be submitted by CONNECT SOLUTIONS for settlement by the Courts of the Legal District of Antwerp, Division Hasselt, without prejudice to the right of CONNECT SOLUTIONS to initiate legal proceedings before the courts of law of the legal district of the Client.

*Last updated: 01-01-2022*