



**Terms of  
Qualified Electronic Registered Delivery  
Service**

Velika Gorica, December 2023



**Revision history**

<b>Version</b>	<b>Date</b>	<b>Prepared by</b>	<b>Description of amendment</b>
1.0	01.10.2021.	Igor Ivaštanin	Initial version
1.1	01.01.2022.	Igor Ivaštanin	Additional clarifications made to the terms of providing the service
1.2	15.12.2023.	Marina Zečević	Change of company's registered seat of office



## 1. General Provisions

These Terms of Qualified Electronic Registered Delivery Service (hereinafter: Terms of Service or these Terms) regulate the relations between the company HP - Hrvatska pošta d.d., with its registered seat of office in Velika Gorica, Poštanska 9, PIN: 87311810356, registered with the Commercial Court in Zagreb, MBS: 080266264, as the service provider, on one side (hereinafter: the Service Provider) and a natural or legal person using the trust service as a user on the other side (hereinafter: the User). These Terms are an addendum to the General Terms of Use of the ePost Service and concern the provision of a qualified electronic registered delivery service (hereinafter: QERDS).

Detailed information on the provision of the QERDS service can be found in the Qualified Electronic Registered Delivery Service Provision Policy and Rules of Procedure for the Provision of a Qualified Electronic Registered Delivery Service (hereinafter: Policy and Rules of Procedure), and other documents publicly available at <https://www.eposta.hr/info>.

## 2. Contact details

Information on the provision of service can be obtained via email [ePreporuka@posta.hr](mailto:ePreporuka@posta.hr) or at:

HP-Hrvatska pošta d.d.  
Optimization Office  
Poštanska 9  
10410 Velika Gorica

## 3. Obligations of the Service Provider

The Service Provider is a qualified trust service provider which provides the service in accordance with 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 (hereinafter: eIDAS Regulation, pursuant to an acronym derived from the words: electronic IDentification, Authentication and trust Services), the applicable Act on Implementation of the eIDAS Regulation and by-laws and standardisation documents.

The Service Provider has obligation to ensure the availability, integrity and confidentiality of the shipment (which includes user content and metadata) throughout entire provision of QERDS by:

- correct identification of users when contracting the service,
- reliable authentication of senders and recipients when accessing QERDS,
- proper protection of personal data,
- conducting internal and external compliance reviews,
- compliance with all prescribed obligations.

Electronic documents are protected by an electronic signature/seal, supported by a certificate issued pursuant at least ETSI 319 411-1 NCP policy by a qualified trust service provider, generated in such a way as to prevent undetectable change of data.

The key lengths and algorithms used in the QERDS provision system are:

- HP QERDS – key length = 2048 bits, algorithm=sha256WithRSA



The validity period of the HP QERDS advanced/qualified electronic seal and key pair certificate is two (2) years.

The QERDS provider uses cryptographic devices in accordance with FIPS PUB 140-2, level 3 and/or CC EAL 4+ to store private keys.

When providing QERDS, HP d.d. uses the services of other qualified trust service providers pursuant to the List enclosed in the Addendum to the Rules of Procedure available at <https://www.eposta.hr/info>.

#### **4. Evidence of the service provided**

The Service Provider collects evidence for all key events in the use of QERDS. Users can access QERDS evidence using the QERDS application in accordance with their role as sender/recipient and shipment type.

Key events:

- a) submission of shipment – the evidence is saved after the Service Provider has received the shipment for sending,
- b) consignment of the shipment – the evidence is saved after the Service Provider has delivered the shipment to the recipient's mailbox,
- c) handover of the shipment – the evidence is saved after trusted authentication of the recipient, and delivery or rejection of the shipment through the QERDS application by the recipient.

For each shipment, the recipient receives a notification on the selected notification channel. The notification must contain the deadline of the availability of the shipment.

If the user accesses the QERDS application within the provided deadline and the shipment is handed over to the user, the event “Successful handover of the shipment” occurs. Depending on the type of shipment, it is possible to explicitly refuse to handover of the shipment in which case the event “Refusal to deliver the shipment” occurs.

If the user does not access the QERDS application within the provided deadline or does not accept/reject the handover of the shipment, the event “Expired time for delivery of the shipment” occurs.

The retention period of archived QERDS evidence is ten (10) years and thereafter the evidence is not available.

#### **5. Obligations of the user**

User/Users is/are obliged to:

- provide accurate and complete information in the request for contracting the service,
- accept the Terms of Service and other related documents,
- keep authentication elements safe from loss, theft, damage or unauthorized use,



- report to the Service Provider any event that has compromised the security of authentication elements or a suspicion that such an event has occurred,
- refrain from taking advantage of any security failures or irregularities in the operation of the Service Provider's system, and notify the Service Provider immediately upon determination of such failures, as well as
- refrain from transferring its responsibilities in dealing with the QERDS to third parties.
- use the service in a lawful manner, in accordance with its permitted purpose and in compliance with applicable regulations.

## 6. Liabilities of relying parties

Reasonable confidence in QERDS for the relying party is achieved if at the time of use it:

- takes the necessary preventive safety measures,
- verifies the Service Provider's advanced/qualified electronic seal and qualified electronic time stamp by using trustworthy systems,
- uses reliable applications in a secure IT environment.

The relying party not acting in accordance with these requirements is solely responsible for the risks of trusting the Service Provider's advanced/qualified electronic seal and qualified electronic time stamp.

The relying party is obliged to report to HP d.d. all changes that affect the provision of QERDS service.

## 7. Limitations of service provision

Limitations of provision of the QERDS service are:

- a) since QERDS is an integral part of the ePost service, before contracting the QERDS service, a user is obliged to contract the use of the ePost service in the manner prescribed by the General Terms of Use of the ePost Service. By registering with the ePost service, the user will receive a username and password to access the ePost service, which is a prerequisite for accessing the QERDS service;
- b) a user can contract the QERDS service by remote electronic registration in the manner prescribed in clause 3.1. of the Qualified Electronic Registered Delivery Service Provision Policy, using a digital signature supported by a personal certificate issued by *Agencija za komercijalnu djelatnost proizvodno, uslužno i trgovačko d.o.o.*, PIN: 58843087891.

Except by remote electronic registration, the user can contract the QERDS service at any post office.

## 8. Limitation of liability

The Service Provider has sufficient financial resources and adequate liability insurance for the provision of QERDS.

The Service Provider is not liable for damages, including indirect damage or loss of revenue, loss of data or other damages related to qualified trust services, caused by the use of QERDS of other service providers or the use of QERDS of the Service Provider in other way than as permitted in the Policy and Rules of Procedure.

More detailed information on the Limitation of Liability can be found in the Policy and Rules of Procedure at <https://www.eposta.hr/info>.



## **9. Policy, Rules of Procedure and other relevant documents**

All relevant documents for the provision of qualified trust services can be found in the public repository of the Service Provider at <https://www.eposta.hr/info>.

## **10. Personal data protection**

The Service Provider has adopted personal data protection measures in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The Service Provider is responsible for the protection of personal data processed during the provision of qualified trust services in the manner prescribed by the General Terms of Use of the ePost Service.

## **11. Service availability**

QERDS service is generally available 24 hours a day, all days of the year. HP d.d. cannot guarantee availability if there has been a work interruption or malfunction of the infrastructure that is not under the responsibility or control of HP d.d. or if circumstances have occurred that can be described as force majeure.

HP d.d. reserves the right of the announced unavailability of the QERDS service in the event of regular system maintenance.

## **12. Price of service**

The use of QERDS is charged in accordance with the applicable price list of the Service Provider.

## **13. Complaints**

Users may submit a complaint to the Service Provider regarding the provision of QERDS to which the Service Provider will respond within 15 days. Complaints are submitted and the procedure is carried out as specified in the General Terms of Use of the ePost service.

The regulations of the Republic of Croatia apply to the resolution of all disputes. The Service Provider and the user will try to resolve all disputes amicably and in the event of failure, the competent court in Zagreb will have jurisdiction to resolve them.

## **14. Trust Marks for the Service Provider**

Supervision of the implementation of the eIDAS Regulation in terms of the provisions governing trust services is carried out by the central state administration body of the Republic of Croatia responsible for economic affairs. The audit and verification of compliance with eIDAS Regulation is carried out by an independent accredited conformity assessment body.





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Supervision related to the processing, use and protection of personal data may also be carried out by state and other bodies determined by law and other regulations governing the protection of personal data.

The Service Provider, as a qualified trust service provider, is on the EU Trusted List, which shows compliance with statutory regulations and applicable standards.

#### 15. Entry into force; date of application of these terms

These Terms enter into force on the date of their adoption and apply from 15 December 2023, whereby the Terms of Qualified Electronic Registered Delivery Service of 1 January 2022 shall expire.

Number: HP-19/1-038964/23

HP-Hrvatska pošta d.d.  
President of the Management Board



