

## Identity Trust Management AG herein referred to as **identity.TM** Standard Business Terms for the VIDEO IDENT process

### 1. GENERAL TERMS

- These Standard Business Terms apply to the use of the **identity.TM** identity verification or driving license check service via the VIDEO IDENT procedure.
- **identity.TM** provides its users an identity verification, driving license check or age check as part of its identification services pursuant to these Standard Business Terms.
- These Standard Business Terms are exclusively applicable. Any contradictory or diverging standard business terms only become a component of the contract in the event their contents conform to these Standard Business Terms or they have been expressly acknowledged by **identity.TM** in writing. The foregoing applies likewise in the event **identity.TM** provides services without reservation with knowledge of contradictory or divergent terms of the users.

### 2. THE OBJECT OF THE IDENTIFICATION SERVICE COMPRISES

- The establishment examination and verification of identity, possession of a driving license or the verification of the age of a user for the business partner on behalf of a business partner and/or user;
- The transmission of data and information collected to the business partner; and
- The storage of a user profile for purposes of a future age/identity verification or driving license check with the express consent of the user.

### 3. EXPIRY OF IDENTITY VERIFICATION

- Verification and examination of a user's identity is performed upon request of an **identity.TM** business partner who either wishes to establish identity or possession of a valid driving license or is required to verify it based on applicable law (e.g. Anti-Money Laundering Act (GwG)) before a contract may be concluded with the business partner.
- Verification of identity is part of an overall process based on a video conference between the user and an **identity.TM** employee. If needed, the video conference is recorded to preserve evidence.
- In the course of the identity verification process, only data appropriate and necessary in order to verify identity, possession of a driving license or the age of a user is collected based on the relevant legal basis (e.g. Anti-Money Laundering Act (GwG), the Interstate Treaty on the Protection of Minors in the Media (JMStV) or the De-Mail Act). Data collected is then compared to the personal data related to the user provided by the business partner.
- The type and scope of data collection and processing depends on the business partner's requirements within the context of applicable laws and regulations with respect to identity verification, driving license checks or age verification. Requested data generally includes, name, place of birth, date of birth, citizenship and a user's address. In the case of a driving license check, this also includes issue date, issuing authority, expiry date, driving license class, valid from, driving license class valid to, driving license class restrictions.
- Depending on applicable laws and regulations, it may be necessary to examine the data referred to above on the basis of a valid, official identification document (e.g. personal identity card). In such cases, additional data included on the identification document may be requested. When performing verification, it may be necessary to photograph both sides of the identification document as well as the user by making a screen shot. This applies likewise in the case of a driving license check.
- Upon agreement, the user will receive a centrally-generated transaction number (TAN) by e-mail or text message during the video conference that may be used for one-time, unique assignment that must be entered immediately by the user during the video conference. Identity verification may only be concluded following successful entry of the TAN.
- **identity.TM** will only confirm the user's identity to the business partner once the data required for purposes of identity verification, driving license check or age verification are complete and satisfy applicable legal requirements.
- **identity.TM** notifies the business partner of the successful conclusion of user identification or of the driving license check and transmits all screen shots and other data provided by the

user, and recordings, created as part of the identification process to the business partner upon request.

- Use of the identification service requires prior consent of the user to the applicable data protection statement of **identity.TM**. The data protection statement expressly sets out the user's right to revoke consent at any time, whereby upon which use of the identification service is no longer possible for revocation.

#### 4. AVAILABILITY OF THE **identity.TM** IDENTIFICATION SERVICE

- **identity.TM** reserves the right to cease, modify or otherwise change the identification service at any time. This applies in particular in the event the legal and/or statutory framework applicable to the use of identification via the VIDEO IDENT process changes.
- **identity.TM** endeavours to provide the identification service without interruption. The foregoing notwithstanding, **identity.TM** cannot assume any liability for the continuous availability of the identification service. In particular, the availability of the identification service may be impaired temporarily to the extent required in the interests of server security or integrity or to perform of technical repair or maintenance work.

#### 5. REGISTRATION

- Registration is made by completing an electronic form contained on the web site of the business partner, or on the **identity.TM** landing page, completely and accurately and then sending the form to **identity.TM** by clicking on the appropriate button. The user is then transferred to the **identity.TM** identification service web site. **identity.TM** is authorised to contact the user at a user-provided e-mail address in the event the subsequent identification process is interrupted or the user terminates a session prior to the start of the identification process and inform the user of additional steps needed for identification.
- Successful registration requires the prior, express consent of the user to these Standard Business Terms and the separate **identity.TM** data protection statement.

#### 6. Consent

- By submitting the registration form, the user provides his/her binding consent to the provision of identification services and confirmation of his/her identity to the business partner as well as to processing, storing and transmitting his/her data on the basis of these Standard Business Terms and the separate **identity.TM** data protection statement.

#### 7. COOPERATION AND OTHER OBLIGATIONS OF THE USER

- The user is obliged to cooperate appropriately in the provision of identification services.
- In particular, the user undertakes to provide data relevant to identification truthfully and completely.
- In order to provide the identification service, the user is required to have a device capable of Internet access including a web cam (video and audio). The user is responsible for ensuring that his/her device meets required performance specifications in order to complete the identification process.
- The user undertakes not to disclose data it receives from **identity.TM**. The user must ensure that such data is only used by him/her and must secure such data against access by third parties, in particular minors.
- **identity.TM** reserves the right to terminate the identification process at any time if the user violates his/her obligations as set out in these Standard Business Terms.

#### 8. REMUNERATION

- Provision of the identification service is at no charge for the user.
- However, use of the **identity.TM** identification service may be subject to connection and transmission charges imposed by the user's Internet provider. These must be paid by the user.

## 9. DATA PROTECTION

**identity.TM** collects, processes and uses the user's personal data solely for purposes of providing identification services. Data may only be used for other purposes with the express consent of the user. Please refer to the **identity.TM** data protection statement for details. This statement may be accessed at any time on the **identity.TM** website.

## 10. LIABILITY

- **identity.TM** is liable for damages resulting from fraudulent acts, and for damages resulting from intentional conduct or gross negligence on the part of employees of **identity.TM**, pursuant to applicable provisions of law.
- **identity.TM** is liable based on applicable provisions of law for injury to life and limb and for damages pursuant to product liability legislation.
- In all other cases, **identity.TM** is solely liable on the basis of the following terms:
- Liability on the part of **identity.TM** for compensation for damages is limited to the amount of damages that are typical to the contract and foreseeable in the case of damages caused intentionally or due to gross negligence on the part of **identity.TM**'s common agents.
- All liability for damage caused by simple negligence is excluded.
- The foregoing provisions notwithstanding, contributory fault on the part of the user reduces the amount of any claim to compensation for damages. This applies in particular in the case of inadequate cooperation on the part of the user in connection with the provision of identification services as well as organisational errors, insufficient data backups or violations of other contractual duties.
- The user is obliged to provide written notice of any damages as contemplated by these rules on liability to **identity.TM** without delay so that damages may be mitigated as efficiently as possible.
- In the case of data recovery, **identity.TM** is only liable to the extent the customer undertook all necessary and reasonable precautions to backup data and ensured that data may be recovered from machine-readable media at a reasonable expense and effort.

## 11. JURISDICTION

- These Standard Business Terms, and all contracts concluded between the user and **identity.TM**, are subject to the laws of the Federal Republic of Germany to the exclusion of conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.
- The place of jurisdiction is Düsseldorf, Germany.

## 12. MISCELLANEOUS

- In the event any provisions of these Standard Business Terms are or become invalid or unenforceable, or should they contain a gap, the remaining provisions remain in full force and effect. The parties undertake to replace any invalid or unenforceable provision with a valid and enforceable provision that comes as close as is possible to satisfying the intended business purpose of the invalid or unenforceable provision or that fills any gap that should be discovered respectively.
- Amendments and additions to these Standard Business Terms must be in writing.

Valid from: August 2015

The management board is responsible for the contents hereof  
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