

# **General terms and conditions for using the online and offline identification services of the companies in the IDnow group**

## General terms and conditions for using the online identification services of the companies in the IDnow group

Here: IDnow GmbH; Auenstr. 100; 80469 Munich

(for the procedures of the former identity Trust Management GmbH)

Email: itm-support@idnow.de

### 1. Scope

IDnow GmbH, Auenstraße 100, 80469 Munich and its subsidiaries ("IDnow", "we") offer several services (in particular Videoident, eSign, Autoident, and eID) for identifying people (individually "identification service" or collectively "identification services"). The following General Terms and Conditions ("GTC") apply to the use of the identification services between IDnow and you ("end user", "you").

### 2. Contracting parties and the subject of the contract

(1) The identification services are used to identify end users and verify your ID documents to third parties with whom you want to establish a business relationship or have a business relationship, such as banks, financial institutions, insurance companies, online platforms, car sharing providers, rental car Providers and operators of entertainment platforms ("Partners"). These usually carry out such verification of the end user in order to comply with legal requirements (in particular the Money Laundering, Telecommunications, and Road Traffic Act, the eIDAS Ordinance, or the Youth Media Protection State Treaty) or to increase security with regard to the identity of their users. In this respect, IDnow acts as an independent identification service provider and only provides the respective identification service for and on behalf of the respective partner. Depending on the regulatory requirements and the service agreed upon with the partner, either the provisions of Sections 4, 5, or 6 apply to you.

(2) IDnow does not process any transactions or payments between you and the respective partner and does not act in any other way as a representative or messenger for them. The contractual conditions agreed between you and the respective partner apply exclusively to the services of the partner.

### 3. Availability of Identification Service

IDnow provides the identification service during business hours. Operating time is, with the exception of the maintenance window, daily from 00:00 to 24:00 CET. Maintenance can be carried out daily from 0:00 a.m. to 6:00 a.m. CET if maintenance work is urgently required to maintain operations.

## 4. Identification process Videoident and eSign

The identification service for the products Videoident and eSign is provided by IDnow as part of a video call between the end user and a specially trained agent (identifier). During such a conversation, the agent verifies the end user's identity or age based on ID documents, depending on the partner's specifications. The individual steps of the identification process are as follows:

1. Participation in the identification service requires a process number assigned to the respective end user, which is already known to IDnow or communicated to the end user in advance by IDnow or the partner.
2. The end user must enter personal data (e.g., first and last name, date of birth, nationality) in an input mask suitable for checking his identity or age. Alternatively, this personal data is transmitted to IDnow by the partner.
3. The agent compares the data from step 2 with data from a valid official ID document of the end user, such as first and last name, date of birth, place of birth, nationality, ID number, issuing authority, and address. The agent may also need to take photos of the end user and their identification document, record the data on the identification document and make an audio and/or video recording. The type and scope of the data collected depend on the requirements of the respective partner and the legal requirements to be observed by them. Further information can be found in the data protection declaration of the respective partner.
4. Depending on the Partner's requirements, the End User will be asked to provide additional documents (e.g. registration certificates, bills from electricity/gas or telecommunications providers, proof of salary, certificates of enrollment) ("Additional Documents") or have them photographed by the Agent.
5. The information in the documents described under step 4 is also collected and compared by the agent with the data provided in steps 2 and 3, insofar as this is necessary to identify the end-user or verify his age.
6. The end user then receives an email or SMS from IDnow with a centrally generated transaction number ("TAN") assigned to the respective identification process. The end user sends this back to IDnow during the video call upon request by entering it in an input field provided for this purpose. IDnow checks the correct input by the system and by the agent.
7. IDnow can only finalize the End User's identification or age verification if all documents required for verification are provided by the End User as required by the IDnow Application ("IDnow App") or Agent as part of the process.
8. IDnow transmits the data collected during the identification process to the partner (usually these are photos of the front and back of the ID document, a photo of the end user, the data collected from the ID document, and an audio and/or video recording of the conversation for the duration of the video call).

## 5. Autoident identification process

The Autoident identification service is made available to the end user via a mobile app. As part of the Autoident verification process, the ID document is checked and, if necessary, compared with the person. The individual steps of the process are as follows:

1. Participation in the identification service requires a process number assigned to the respective end user, which is already known to IDnow or is communicated to the end user in advance by IDnow or the partner.
2. The end user must then enter personal data (e.g. first and last name, date of birth, nationality) in an input mask that is suitable for checking his identity or age. Alternatively, this personal data is transmitted to IDnow by the partner.
3. The IDnow software compares the data from step 2 with data from a valid official ID document of the end user, such as first and last name, date of birth, place of birth, nationality, ID number, issuing authority, and address. Photographs of the ID document and the user are taken. A video recording can also be made of the process. The type and scope of the data collected depend on the requirements of the respective partner and the legal requirements to be observed by them. Further information can be found in the data protection declaration of the respective partner.
4. Depending on the requirements of the partner, the end user will be asked to provide additional documents (e.g. registration certificates, bills from electricity/gas/telecommunications providers, proof of salary, certificates of enrollment) ("Additional documents") and to record them using the IDnow app.
5. The information in the documents described in step 4 is also collected and compared with the data provided in steps 2 and 3, insofar as this is necessary to identify the end user or verify his age.
6. IDnow can only finalize the identification of the end user if all documents required for the verification are made available by the end user, which is requested by the IDnow app as part of the process.
7. IDnow transmits the data collected during the identification process to the partner (usually these are photos of the front and back of the ID document, a photo of the end user, the data collected from the ID document, and if applicable, a video recording of the identification process).

## 6. eID identification process

The identification service eID is made available to the end user via a mobile app or special hardware (card reader) on desktop devices. eID is used to prove the identity of natural persons using an electronic proof of identity by Section 18 of the Personal Identity Card Act by reading and transmitting certain data from the electronic storage and processing medium ("chip") of the German so-called electronic identity card ("eID identity card").

The processing of your personal data as part of the implementation of the electronic proof of identity only takes place in the autonomous technical functionalities of an eID service provider integrated into the solution (AUTHADA GmbH, Julius-Reiber-Str. 15a, 64293 Darmstadt or Governikus GmbH & Co. KG, Hochschulring 4; 28359 Bremen ) and the technical infrastructure (eID server) connected to it via a secure Internet connection, which ensures secure communication with the chip of your eID identity card and the necessary connection to the infrastructure for electronic proof of identity. Further information on the procedure can be found on the Internet portal operated by the responsible federal ministry at [www.personalzettelportal.de](http://www.personalzettelportal.de).

The identification process with the corresponding steps and the associated data processing is explained below:

1. The user's attention is drawn to the possibility of identification using IDnow on the partner's website.
2. The end user starts the identification process. As part of this process, both the PIN and the data of the eID identity card are recorded using the NFC function.
3. The end user authorizes the collection of data for transmission to IDnow and the partner.
4. This completes the identification. The read data is forwarded directly to IDnow and checked there.
5. IDnow transmits the data collected during the identification process to the partner.

In principle, the respective service provider does not process personal data in connection with the electronic proof of identity, either in the app or in other systems, with the exception that the personal data is retrieved from the eID server upon successful completion of the electronic proof of identity and insofar as the Money Laundering Act is applicable, by Section 11 and §8 are saved.

It is the end user's responsibility to ensure that the following requirements are met in order to be able to use the eID :

- Use is only permitted for natural persons who intend to enter into a business relationship with the partner. The minimum age is 16 years according to § 18 Identity Card Act.
- The end user must have an eID-capable identity card with activated electronic proof of identity (eID function), the use of which is not restricted by the blocking within the meaning of Section 10 of the Personal Identity Card Act
- The end user must have a compatible and Near Field Communication (NFC)-enabled device and have activated the NFC function
- The end user must have the current version of the app installed on a mobile device and the current version of AusweisApp2 on desktop devices.
- To read the data from the eID identity card, the end user must know their corresponding secret number/personal identification number (PIN) (6-digit personally assigned PIN)
- The end device used must have an active and stable internet connection.

## 7. Establishment of the usage relationship

By clicking on the "Start identification" button or an identical label, the end user makes an offer to conclude a user relationship with IDnow in accordance with these GTC which comes about through the actual implementation of the identification service.

Only natural persons can use the identification service.

## 8. End User Obligations

The end user is obliged to provide IDnow with all documents required to provide the identification service by Sections 4 and/or 5 of these GTC and to truthfully enter all information in the data fields provided. The end user is also obliged to ensure that no other persons are recognizable during the identification process.

A suitable end device (e. g. a computer, smartphone, or tablet) and a stable internet connection are required to use the IDnow app. If the end user wants to use the identification service via a mobile device, this is only possible using the mobile app. This is available for end devices with the iOS operating system via the iOS App Store function and for Android via Google Play. It is the responsibility of the end user to ensure the performance and compatibility of the relevant end device.

The end user must keep the data provided by IDnow (e.g. transaction number and TAN) secret and protect it against use by unauthorized third parties. The end user informs IDnow immediately if there is any suspicion of unauthorized use of their data at [fraud@idnow.de](mailto:fraud@idnow.de).

The end user is obliged:

- do not share their password (if applicable)
- not to grant access to SMS TANs sent to his mobile phone number

- notify us immediately if an authentication factor has been compromised using the contact options listed below.

To ensure the security of the process and enable the best possible user experience, the end user should

- use a device with a sufficiently good camera to take clear pictures of the identification document. A clear image means that the camera can capture an image of the ID document where the text and background texture of the document can be clearly seen.
- use the latest app version provided by IDnow or the partner
- to ensure that the device used is up to date with the latest security patches from the respective manufacturer
- make sure (if applicable) that the browser used is up to date with the version provided by the respective manufacturer.
- carry out the identification in a quiet environment without outside interruptions.

## 9. Compensation

IDnow provides the identification service for the end user free of charge. IDnow receives a fee from the partners.

Any fees for a data connection to the Internet required to use the identification service are to be borne by the end user.

## 10. Liability

IDnow, its legal representatives and vicarious agents are liable for (i) intent and gross negligence, (ii) injury to life, limb, or health, (iii) for fraudulently concealed defects, and (iv) in the event of the assumption of a guarantee by the statutory provisions.

In the case of slight negligence, IDnow is only liable for the breach of essential contractual obligations and is limited to the foreseeable damage that is typical for the contract. Significant contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the end user can regularly rely.

Liability under the Product Liability Act remains unaffected.

Apart from that, the liability of IDnow is excluded.

## 11. Privacy

We collect, process, and use your personal data by the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR). You can find details on this in our [data protection declaration](#).

## 12. Final Provisions

The End User can contact IDnow as follows:

IDnow GmbH

Auenstr. 100; 80469 Munich

Email: itm-support@idnow.de

to all identifications carried out via the IDnow app in the relationship between IDnow and the end user.

German law shall apply to the exclusion of the UN Sales Convention (CISG), insofar as this does not result in the consumer being deprived of the protection granted to him by those provisions of which the law that would be applicable in the absence of a choice of law does not apply may be deviated from by agreement.

Status: April 2023.

## General Terms and Conditions of IDnow GmbH for identification services in the identity courier process (as of April 2023)

### 1. Scope and legal basis

- 1.1 These general terms and conditions (hereinafter "GTC") apply to contracts with IDnow GmbH for identification services orders (hereinafter referred to as "orders") in the territory of the Federal Republic of Germany and across borders, including specially agreed additional and ancillary services. In particular, these GTC include identification in the following procedures:
- a. identity courier: Identification of natural and legal representatives of legal entities according to the legal regulations of the Money Laundering Act, the TKG of the eIDAS/Signature Act, and the Act on the Regulation of De-Mail Services. The identification is carried out using the legally or regulatory approved identification documents by entering the required information and the personal signature of the identifier and the recipient. This procedure can also be used to verify ownership of a valid driver's license.
  - b. identity Kurier Sign: Identification of natural persons according to the legal regulations of the Money Laundering Act, the Telecommunications Act, the eIDAS/Trust Service Act, and the Act on the Regulation of DE-Mail Services. The identification is carried out using legally/regulatory-approved identification documents by entering the required information and the personal signature of the identifier and the recipient. In addition, documents are handed over to the recipient and/or returned to the customer. In addition, the completeness of the signatures under the documents to be returned can be checked at the customer's request. The process can also be done without paper by using an application on a mobile device on-site.
- 1.2 A separate agreement between IDnow GmbH and the client is required for identification and, if necessary, transport in processes other than those mentioned under Section 1.1.

### 2. Contractual Relationship and Exclusions

- 2.1 IDnow GmbH carries out identification and driver's license checks of the persons named by the client exclusively according to the agreed service/product description.
- 2.2 IDnow GmbH is entitled to have its services provided by third parties.

### 3. Changes to the order, obstacles

- 3.1 After the order has been placed, the customer may subsequently issue instructions, e.g. B to carry out the order at a different address. Such instructions are only binding if they are given by the client at least in text form or via the interface. The customer's right to make changes expires when the order is carried out or the tour is loaded. The contractor can refuse to carry out an instruction if this unreasonably affects its operations, in particular, if the fulfillment of other orders is jeopardized.

- 3.2 If an order cannot be carried out on the first attempt despite an appointment being made with the addressee, a second attempt will be made after a new appointment has been made. If the second attempt is also unsuccessful, the order will be returned to the client. The customer must bear any additional expenses that arise as a result of obstacles or instructions.

## 4. Obligations of the client

- 4.1 The customer must fulfill the agreed service components from the service /product description agreed with him. The respective client's statutory testing and control obligations that go beyond identification remain unaffected. These remain the responsibility of the customer.
- 4.2 Whether or not the commissioned identification/driver's license check, which the customer intended, has legal effect remains the responsibility of the customer.
- 4.3 The client is responsible for complying with the consumer protection and competition law provisions of the processes for which he commissions the identification.

## 5. Liability, Disclaimers

- 5.1 Within the framework of and based on these GTC, IDnow is only liable for damage (a) caused intentionally or through gross negligence by IDnow or its legal representatives or vicarious agents or (b) which is based on injury to life, limb, or health due to a breach of duty by IDnow or its legal representatives or vicarious agents. IDnow is liable in the cases of the above-lit. (a) and (b) unlimited.
- 5.2 IDnow is also liable if the damage was caused by the breach of an obligation, the fulfillment of which is essential for the proper execution of the contract and on compliance with which the customer regularly relies and may rely. In these cases, the claim for damages is limited to a maximum amount of the fees paid by the customer for the contract year.
- 5.3 In cases other than those mentioned in Section 9.1 and Section 9.2, liability on the part of IDnow, for whatever legal reason, is excluded.
- 5.4 The liability regulations in this section 9 also apply to the personal liability of the organs, employees, and vicarious agents of IDnow.
- 5.5 If liability under the Product Liability Act, due to the assumption of a guarantee or due to fraudulent misrepresentation, this liability remains unaffected by the aforementioned liability regulations.
- 5.6 This Section 5 applies accordingly if an affiliated company is a party to an order agreement.
- 5.7 The liability of IDnow GmbH for exceeding agreed deadlines for orders for which compliance with a specific deadline or a specific execution date is owed is limited to three times the amount of the fee for the order.
- 5.8 IDnow GmbH is liable for damage caused by incorrect identification or errors that occur when checking the completeness of the signatures in the amount of the respective fee for the order.

5.9 Claims must be reported immediately, but no later than 1 month after the identification has been carried out, stating the error in at least text form.

## 6. Data protection

6.1 IDnow GmbH collects, processes, and uses users' personal data exclusively to provide the identification service. Further use of the data takes place only with the express consent of the user. With regard to the details, reference is made to the data protection declaration of IDnow GmbH, which can be accessed at any time on the IDnow GmbH website.

6.2 All personal data ( identity verification data ) will be deleted after processing and successful transmission to the cooperation partner with a maximum backup period of 7 days. Deleting personal data takes place automatically by deleting the person's identification details from the data record. Only the recipient's address data will be retained for a further 3 months after the order has been completed.

6.3 The depersonalized order data (customer, order number, reference number, address data of the recipient) are kept in the software for a period of 3 months after completion of the processing in the operating system to be able to understand and evaluate any inquiries, complaints, and statistics without loss of time.

6.4 After the period of 3 months has expired, the depersonalized order data will be kept in a separate offline database for a further 9 months.

6.5 After a total of 12 months, the depersonalized order data will also be automatically deleted.

## 7. Terms of payment

7.1 Subject to a deviating agreement, which is possible in individual cases, the fee with all additional costs is due immediately and without deductions upon receipt of the invoice and is to be paid free of charge to the account specified by IDnow GmbH.

7.2 If the payment deadline according to Section 11.1 is exceeded, IDnow GmbH is entitled to interest of 8% above the base interest rate of the European Central Bank (§ 288 paragraph BGB) without the need for a further reminder.

## 8. Right of Withdrawal/Termination

8.1 The contract concluded with IDnow GmbH can be terminated by the parties with a notice period of 3 months to the end of the month, with the exception of special contractual agreements.

8.2 IDnow GmbH can withdraw from or terminate the respective contractual agreement for good cause. An important reason within the meaning of this provision is, among other things, subsequent knowledge of the client's opening of insolvency, bankruptcy, or composition proceedings. If IDnow GmbH is responsible for an important reason, then the payment claim of IDnow GmbH against the client for the service or partial service not yet provided shall lapse. If the customer is responsible for the important reason, he must, without prejudice to any other

legal obligations, pay the planned fee for the service provided up to that point, by the contractual agreement with IDnow GmbH, unless the customer can prove that lower costs were incurred. If the important reason is the breach of an obligation in the contract by the client, termination is only permissible after a period set by IDnow GmbH for a remedy has expired without result or after an unsuccessful warning by IDnow GmbH. This also applies to withdrawal from the contract. In this case, the creditor has to set the debtor a reasonable deadline for performance or supplementary performance without success. Section 323 BGB applies.

- 8.3 Events of force majeure and circumstances for which IDnow GmbH is not responsible, which make the fulfillment of the order impossible or excessively difficult, such as strikes, lockouts or mobilization, war, warlike conditions, blockades, import and export bans, traffic blocks, official measures, energy - and lack of raw materials, flooding, etc. entitle IDnow GmbH, even within the delay, to postpone the execution of the order within the meaning of Section 3 for the duration of the hindrance.
- 8.4 In the event of a non-temporary performance hindrance or aggravation, IDnow GmbH can withdraw from the contract in whole or in part due to the part that has not yet been fulfilled. The right to postpone or withdraw exists regardless of whether the events mentioned in sentences 1 or 2 occur at IDnow GmbH or a vicarious agent of IDnow GmbH. The exercise of this right by IDnow GmbH does not justify any claims for damages by the client.
- 8.5. Withdrawal with regard to partial services already rendered by IDnow GmbH is excluded.

## 9. Prohibition of offsetting

Claims of IDnow GmbH may only be offset against claims that are undisputed or have been legally established.

## 10. Lien

With regard to the right of lien, the regulation of § 441 HGB applies.

## 11. Additional information

Should a provision of these General Terms and Conditions be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The parties will replace the ineffective or void provision with one that comes as close as possible to the legal and economic content of the ineffective or void provision and the overall purpose of the contract.

## 12. Jurisdiction

The place of jurisdiction for all disputes is Munich.

## General Terms and Conditions of IDnow GmbH for identification services in the shop process (as of April 2023)

### 1. Scope and legal basis

- 1.1 These general terms and conditions (hereinafter "GTC") apply to contracts with IDnow GmbH for identification services (referred to as "orders") in the territory of the Federal Republic of Germany and across borders, including specially agreed additional and ancillary services. These GTC include in particular the identification:
- a. identity Shop: Identification of natural persons according to the legal regulations of the Money Laundering Act, the Telecommunications Act, the eIDAS / Trust Service Act, and the Act on the Regulation of De-Mail Services. Identification is based on the legally required identification documents by entering the required information from the identifier and the recipient in stationary branch identification systems (shops). This procedure can also be used to verify ownership of a valid driver's license
  - b. identity Shop Sign: Identification of natural persons according to the legal regulations of the Money Laundering Act, the Telecommunications Act, the eIDAS/Trust Service Act, and the Act on the Regulation of DE-Mail Services. Identification takes place in stationary branch identification systems (shops) using the legally or regulatory required identification documents by capturing the required information by the identifier and the recipient. In addition, documents can be handed over to/from the recipient and/or returned to the customer. In addition, the completeness of the signatures under the documents to be returned can be checked at the customer's request. The process can also be done without paper by using an application on a mobile device on-site.

The exact service content results from the respective valid product service descriptions.

- 1.2 A separate agreement between IDnow GmbH and the client is required for identification in processes other than those mentioned in Section 1.1.

### 2. Contractual Relationship and Exclusions

- 2.1 IDnow GmbH carries out identification and driver's license checks of the persons named by the client exclusively according to the agreed product/service description.
- 2.2 IDnow GmbH is entitled to have its services provided by third parties.
- 2.3 Contracts for identification services only come about when orders are handed over by or for the client and their acceptance into the care of IDnow GmbH or companies commissioned by it by these General Terms and Conditions. Deviating conditions are to be agreed upon in writing/in-text form.
- 2.4 As part of the Shop Sign process, IDnow GmbH only collects documents from customers or returns them to customers in connection with identification.
- 2.5 Claims from this contract, including liability, can only be asserted by the customer as a contractual partner of IDnow GmbH.

### 3. Obligations of the client

- 3.1 The customer must fulfill the agreed service components from the service/product description agreed with him. Statutory testing and control obligations of the respective client that go beyond identification remain unaffected. These remain the responsibility of the client.
- 3.2 Whether or not the commissioned identification/driver's license check, which the customer intended, has legal effect remains the responsibility of the customer.
- 3.3 The client is responsible for complying with the consumer protection and competition law provisions of the processes for which he commissions the identification.

## 4. Liability, Disclaimers

The following provisions only apply to the extent that there are no mandatory legal provisions to the contrary.

- 4.1 Within the framework of and based on these GTC, IDnow is only liable for damage (a) caused intentionally or through gross negligence by IDnow or its legal representatives or vicarious agents or (b) which are based on injury to life, limb, or health due to a breach of duty by IDnow or its legal representatives or vicarious agents. IDnow is liable in the cases of the above-lit. (a) and (b) unlimited.
- 4.2 IDnow is also liable if the damage was caused by the breach of an obligation, the fulfillment of which is essential for the proper execution of the contract and on compliance with which the customer regularly relies and may rely. In these cases, the claim for damages is limited to a maximum amount of the fees paid by the customer for the contract year.
- 4.3 In cases other than those mentioned in Section 4.1 and Section 4.2, liability on the part of IDnow, for whatever legal reason, is excluded.
- 4.4 The liability regulations in this section 9 also apply to the personal liability of the organs, employees, and vicarious agents of IDnow.
- 4.5 If liability under the Product Liability Act, due to the assumption of a guarantee or due to fraudulent misrepresentation, this liability remains unaffected by the aforementioned liability regulations.
- 4.6 This Section 4 applies accordingly if an affiliated company is a party to an order agreement.
- 4.7 The liability of IDnow GmbH for exceeding agreed deadlines for orders for which compliance with a specific deadline or a specific execution date is owed is limited to three times the amount of the fee for the order.
- 4.8 IDnow GmbH is liable for damage caused by incorrect identification or errors that occur when checking the completeness of the signatures in the amount of the respective fee for the order.
- 4.9 Claims must be reported immediately, but no later than 1 month after the identification has been carried out, stating the error in at least text form.

## 5. Data protection

- 5.1 IDnow GmbH collects, processes, and uses users' personal data exclusively to provide the identification service. Further use of the data takes place only with the user's express consent. With regard to the details, reference is made to the data protection declaration of IDnow GmbH, which can be accessed at any time on the IDnow GmbH website.
- 5.2 All personal data ( identity verification data ) will be deleted after processing and successful transmission to the cooperation partner with a maximum backup period of 7 days. The deletion of personal data takes place automatically by deleting the identification details of the person from the data record. Only the recipient's address data will be retained for a further 3 months after the order has been completed.
- 5.3 The depersonalized order data (client, order number, reference number, address data of the recipient) are kept in the software for a period of 3 months after completion of the processing in the operating to be able to understand and evaluate any inquiries, complaints, and statistics without loss of time.
- 5.4 After the period of 3 months has expired, the depersonalized order data will be kept in a separate offline database for a further 9 months.
- 5.6 After a total of 12 months, the depersonalized order data will also be automatically deleted.

## 6. Terms of Payment

- 6.1 Subject to a different agreement, which is possible in individual cases, the fee with all additional costs is due immediately and without deductions upon receipt of the invoice and is to be paid free of charge to the account specified by IDnow GmbH.
- 6.2 If the payment deadline according to Section 11.1 is exceeded, IDnow GmbH is entitled to interest of 8% above the base interest rate of the European Central Bank without the need for a further reminder (§ 288 paragraph BGB)

## 7. Right of Withdrawal/Termination

- 7.1 For the parties, the contract concluded with IDnow GmbH can be terminated within 3 months to the end of the month, with the exception of special contractual agreements.
- 7.2 IDnow GmbH can withdraw from or terminate the respective contractual agreement for good cause. An important reason within the meaning of this provision is, among other things, subsequent knowledge of the opening of insolvency, bankruptcy, bankruptcy, bankruptcy, or composition proceedings by the client. If IDnow GmbH is responsible for an important reason, then the payment claim of IDnow GmbH against the client for the service or partial service not yet provided shall lapse. If the customer is responsible for the important reason, he must, without prejudice to any other legal obligations, pay the planned fee for the service provided up to that point, in accordance with the contractual agreement with IDnow GmbH, unless the customer can prove that costs were created at a lower level. If the important reason is the violation of an obligation in the contract by the client, termination is only permissible after a period set by IDnow GmbH for a remedy has expired without result or after an unsuccessful warning by IDnow GmbH. This also applies to withdrawal from the contract. In this case, the creditor has to set the debtor a reasonable deadline for performance or supplementary performance without success. Section 323 BGB applies.
- 7.3 Events of force majeure and circumstances for which IDnow GmbH is not responsible, which make the fulfillment of the order impossible or excessively difficult, such as strikes, lockouts or mobilization, war, warlike conditions, blockades, import and export bans, traffic closures, official measures, Shortages of energy and raw materials,

flooding, etc. entitle IDnow GmbH, even within the delay, to postpone the transport within the meaning of Section 3 for the duration of the hindrance.

7.4 In the event of a non-temporary performance hindrance or aggravation, IDnow GmbH can withdraw from the contract in whole or in part due to the part that has not yet been fulfilled. The right to postpone or withdraw exists regardless of whether the events mentioned in sentences 1 or 2 occur at IDnow GmbH or a vicarious agent of IDnow GmbH. The exercise of this right by IDnow GmbH does not justify any claims for damages by the client.

7.5. Withdrawal with regard to partial services already rendered by IDnow GmbH is excluded.

## **8. Prohibition of offsetting**

Only undisputed or legally established claims may be offset against IDnow GmbH claims arising from the contract.

## **9. Lien**

With regard to the right of lien, the regulation of § 441 HGB applies.

## **10. Additional information**

Should a provision of these General Terms and Conditions be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The parties will replace the ineffective or void provision with one that comes as close as possible to the legal and economic content of the ineffective or void provision and the overall purpose of the contract.

## **11. Jurisdiction**

The place of jurisdiction for all disputes is Munich.

IDnow GmbH  
Management is responsible for the content