

General Terms and Conditions for the Use of the IDnow Identification Service of companies of IDnow Group

Hier: identity Trust Management GmbH; Auenstr. 100, 80469 München

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1. Scope of Application

IDnow GmbH, Auenstraße 100, 80469 Munich and subsidiaries ("IDnow", "we") offer several services (in particular VideoIdent, eSign, AutoIdent and eID) for the identification of persons (each individually "Identification Service" or jointly "Identification Services"). The following Terms and Conditions ("Terms") apply between IDnow and you ("End User", "you") for the use of the Identification Services.

2. Contractual Parties and Subject Matter of the Contract

(1) Identification Services shall be used to identify End Users and to verify their identification documents vis-à-vis third parties with whom they wish to establish a business relationship or already have a business relationship, such as banks, financial institutes, insurance companies, online platforms, car sharing providers, hire car providers and entertainment platform operators ("Partner"). Generally these Partners have to carry out such verification measures to comply with legal requirements (in particular Money Laundering Act, Telecommunications Act, eIDAS regulation, Media Protection Treaty for Young Persons, the Road Traffic Act) or to increase security with regard to their users' identity. In this respect IDnow acts as an independent Identification Service provider and provides only the respective Identification Service for and on behalf of the Partner. Depending on the regulatory requirements and the service agreed with the Partner, either the provisions of section 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 as an Agent or messenger for the Partner in any other way. The contractual conditions agreed between you and the respective Partner shall apply exclusively to the Partner's services.

3. Availability of the Identification Service

IDnow provides the Identification Service during hours of operation. With the exception of the maintenance windows, operating hours are daily from 00:00 to 24:00 CET. Maintenance can be carried

out daily from 00:00 to 06:00 CET and when maintenance work is urgently required to maintain operation.

4. VideoIdent and eSign Identification processes

The Identification Service for the VideoIdent and eSign products is provided by IDnow in terms of a video telephony between the End User and a special trained agent (Identifier). During such a conversation, an Agent checks the identity or age of the End User –depending on the Partner's specifications – with the help of ID documents. 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 IDnow already knows or which is 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), which are suitable for verifying his identity or age, in an input mask. Alternatively, these personal data are transferred 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. It may also be necessary for the Agent to take photographs of the End User and his ID document, to record the data in the ID document and to make an audio- and/or video recording. The type and scope of collected data depend on the requirements of the respective Partner and the legal requirements to be observed by this Partner. Further information can be found in the privacy policy 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, invoices from electricity/gas/telecommunications providers, salary slips, matriculation certificates) ("Additional Documents") or have them photographed by the Agent.
5. The information contained in the documents described in step 4 is also collected and compared by the Agent with the data provided in steps 2 and 3, to the extent necessary to identify the End User or to verify his/her 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. During the video call, the End User sends it back to IDnow upon request by entering it in an input field provided for this purpose. IDnow checks the correct input on the system side and via an Agent.
7. IDnow can only finalize the identification or age verification of the End User if all documents necessary for the verification have been provided by the End User, which are required by the IDnow application ("IDnow-App") or the IDnow employee in terms of the process.
8. IDnow transmits the data collected during the identification process to the Partner (usually photographs of the front and back of the ID document, a photograph of the End User, the data collected from the ID document and an audio and/or video recording of the call for the duration of the video call).

5. AutoIdent Identification Process

The Identification Service AutoIdent is made available to the End User via a mobile app. In terms of the AutoIdent verification process, the ID document is verified and optionally 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 IDnow already knows or which 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 verifying his identity or age. Alternatively, these personal data are transferred 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 End User are taken. An video recording of the process can also be made. The type and scope of collected data depend on the requirements of the respective Partner and the legal requirements applicable for this Partner. Further information can be found in the privacy policy of the respective Partner.
4. Depending on the requirements of the Partner, the End User will be asked to provide and record additional documents (e.g. registration certificates, invoices from electricity/gas/telecommunications providers, salary slips, matriculation certificates) ("Additional Documents") using the IDnow-App.
5. The information contained in the documents described in step 4 will also be collected and compared with the data provided in steps 2 and 3 to the extent necessary to identify the End User or to verify his age.
6. IDnow can only finalize the identification of the End User if all the documents required for verification have been provided by the End User, which are required by the IDnow-App in terms of the process.
7. IDnow transmits the data collected during the identification process to the Partner (usually photographs of the front and back of the identification document, a photograph of the End User, the data collected from the identification document and where 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 via special hardware (card reader) on desktop devices. This Service proves the identity of natural persons by means of an electronic proof of identity in accordance with § 18 of the German Identity Card Act (Personalausweisgesetz) by reading and transmitting certain data from the electronic storage and processing medium ("chip") of the German so-called electronic identity card ("German eID").

The processing of your personal data within the performance of the electronic proof of identity by means of the solution takes only place in the autonomous technical functionalities of a service provider (AUTHADA GmbH, Julius-Reiber-Str. 15a, 64293 Darmstadt bzw. **Governikus GmbH & Co. KG**

Hochschulring 4 28359 Bremen) for identification according to the German Money Laundering Act to request the transmission of personal and ID card related data from the ID card) and the technical infrastructure (eID server) connected to these via a secure Internet connection, which ensures secure communication with the Chip of your German eID and the necessary connection to the infrastructure

for electronic proof of identity. Further information on the process can be found in the identity card portal operated by the competent Federal Ministry at www.personalausweisportal.de.

The identification process with the corresponding steps and the associated data processing works as follows:

1. On the website of the Partner, the End User is made aware of the option of identification by IDnow.
2. The End User starts the identification process. Within the framework of this process, both the PIN and the data of the German eID are collected via NFC function.
3. The End User authorizes the collection of the data for transmission to IDnow and the Partner.
4. The identification is now complete. The extracted data will be forwarded directly to IDnow and checked by them.
5. IDnow transmits the data collected during the identification process to the Partner.

In connection with the electronic proof of identity, the respective service provider generally does not process personal data in the app or in other systems, with the exception that upon successful completion of the electronic proof of identity the personal data is received from the eID server and retained as far as § 11 and § 8 of the German Money Laundering Act applies.

It is the End User's responsibility to ensure that the following requirements are met in order to be able to use the Identification Service eID:

- Only natural persons who intend to enter into a business relationship with the Partner may use this service. The minimum age is 16 years in accordance with § 18 Personal Identity Card Act.
- The End User must have a German eID with activated electronic proof of identity (eID function), the use of which is not restricted by blocking in the sense of § 10 German Personal Identity Card Act
- The End User must have a compatible and near field communication (NFC) capable mobile device and he must have activated this NFC function
- The End User must have the latest version of the app installed on a mobile device, on a desktop device the latest version of AusweisApp2.
- In order to access the data of the German eID, the End User must know his/her corresponding secret number/Personal Identification Number (PIN) (6-digit personally assigned PIN)
- The used device must have an active and stable internet connection.

7. Conclusion of the User Relationship

By clicking on the "Start identification" button or a similarly identical inscription, the End User submits an offer to IDnow to conclude a user relationship in accordance with these Terms and it is concluded by the actual execution of the Identification Service.

Only natural persons may use the Identification Service.

8. Obligations of the End User

The End User is obliged to provide IDnow with all documents required for the provision of the Identification Service in accordance with section 4, 5 and/or 6 of these Terms and to truthfully enter

all information in the data fields provided. Furthermore the End User is also obliged to ensure that no other persons are identifiable during the identification process.

To use the IDnow-App, a suitable terminal (e.g. a computer, smartphone or tablet) and a stable Internet connection are required. If the End User wishes to use the Identification Service via a mobile terminal, this will only be possible by using the mobile app. It is available for terminals with the iOS operating system via the iOS App Store function and for Android via Google Play. The End User is responsible for ensuring the performance and compatibility of the respective terminal.

The End User must keep the data made available by IDnow (e.g. transaction number and TAN) secret and protect it against the use by unauthorised third parties. The End User informs IDnow immediately in case of suspicion of unauthorized use of his data via email to: fraud@idnow.de.

The End User must:

- Not share his/her password (if applicable)
- Not provide access to any SMS TAN sent to his/her mobile number
- Notify IDnow without undue delay if any authentication factor has been compromised using the contact methods below

To ensure the security of the process and the best possible experience, the End User should:

- Use a device with a good enough camera to capture clear pictures of the document. A clear picture means that the camera can capture a picture of the ID document which clearly shows the text on the document and the background structure of the document.
- Use the latest app version provided by IDnow or the Partner
- Ensure that the device is up-to-date with the latest security patches provided by its vendor
- If applicable: Ensure that the browser used is up-to-date with the latest version provided by its vendor
- Perform the identification in a quiet environment without outside interruptions

9. Fees

IDnow provides the Identification Service for the End User free of charge. IDnow receives a fee from the Partner.

Any fees for a data connection to the Internet required for the use of the Identification Service shall be borne by the End User.

10. Liability

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

In case of slight negligence IDnow is only liable for the violation of essential contractual obligations and to the extent of the foreseeable damage typical for the contract. Essential obligations in this sense are obligations whose fulfilment enables the proper execution of the Agreement in the first place and on whose fulfilment the End User may rely.

The liability according to the Product Liability Law remains unaffected.

IDnow's liability is otherwise excluded.

11. Data Protection

We collect, process and use your personal data in accordance with the applicable data protection regulations, in particular General Data Protection Regulation (GDPR). Please see our Privacy Policy for details.

12. Final Provisions

End User may contact IDnow as follows:

identity Trust Management GmbH

Auenstr. 100, 80469 München

E-Mail: itm-support@idnow.de

For all identifications carried out via IDnow-App, these Terms apply exclusively in the relationship between IDnow and the End User.

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), insofar as this does not result in the consumer being deprived of the protection granted to him by those provisions which, according to the law, would be applicable in the absence of a choice of law, and from which no agreement may deviate.

Status: Januar 2022.