



ETSI Certified Identity Verification Terms

The terms in this Exhibit apply to the Customer's access to and use of ETSI Certified Identity Verification (as defined below), in addition to the terms set forth in the Agreement. The terms in this Exhibit take precedence over any other conflicting or inconsistent terms in the Agreement. Capitalized terms used in this Exhibit have the same meaning as in the Agreement, unless expressly defined otherwise.

1. Definitions.

- 1.1. **Captured Media** means, as applicable, the images/videos of the User's identity document and the images/videos of the User's face provided to Entrust as part of the Services.
- 1.2. **Compatible Document** means an identity document that is of a type as specified under standard ETSI TS 119 461.
- 1.3. **Evidence File(s)** means all relevant information collected and validated by Entrust during a Studio workflow, including the Evidence Summary File and all Captured Media.
- 1.4. **Evidence Summary File** means a PDF containing a time-stamped audit trail of all relevant information collected and validated by Entrust during a Studio workflow.
- 1.5. **ETSI Certified Identity Verification** means the identity verification services certified as being compliant with the Standards, which comprises Studio, SDK, Motion or Facial Similarity Check - Video (as applicable), Document Check - Video, Device Intelligence, and Known Faces (optional).
- 1.6. **Standards** means the requirements and standards set forth by 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 ("eIDAS") and all relevant requirements defined in the standards ETSI EN 319 401 and ETSI TS 119 461.

2. Customer Terms.

- 2.1. Customer acknowledges and agrees that Entrust is reliant on Customer to comply with this Exhibit in order for ETSI Certified Identity Verification to meet the relevant Standards.
- 2.2. Before providing a User with access to ETSI Certified Identity Verification, the Customer will:
 - 2.2.1. inform the User, in a clear and comprehensive manner, of the terms and conditions regarding the use of ETSI Certified Identity Verification, including the purpose of its use and any limitations on its use available at URL: <https://documentation.onfido.com/guide/etsi-terms-and-conditions/> (the "**ETSI Terms and Conditions**");
 - 2.2.2. obtain the User's acceptance of the ETSI Terms and Conditions; and
 - 2.2.3. provide the User with guidance on how the process will be carried out with regards to the data collected, the evidence the User is required to present, and any tool the User is required to use.
- 2.3. The Customer will download the Evidence File(s) and retain such Evidence File(s) in accordance with relevant retention obligations under local law.
- 2.4. The Customer will configure its use of ETSI Certified Identity Verification to ensure that only Compatible Documents are submitted by Users to Entrust.

2.5. The Customer will notify Entrust without undue delay after having become aware of any breach of security or loss of integrity that has a significant impact on ETSI Certified Identity Verification or any personal data maintained therein.

3. **Entrust Terms.**

3.1. Entrust shall provide the Customer with Evidence Files for each User's use of ETSI Certified Identity Verification.

3.2. Entrust shall have in place policies and procedures for the resolution of complaints and disputes received from Users or other relying parties about the provisioning of ETSI Certified Identity Verification or any other related.

4. **Country Specific Terms (Romania).**

4.1. **Definitions:**

4.1.1. **Norms** means the technical and security requirements approved by the Romanian Decision.

4.1.2. **Romanian Authority** means the Authority for the Digitization of Romania.

4.1.3. **Romanian Decision** means Decision 564/2021 issued by the Romanian Authority on the regulation, recognition, approval or acceptance of the procedure for the remote identification of persons via video means.

4.2. These Country Specific Terms (Romania) apply to Customer's access to and use of ETSI Certified Identity Verification in Romania.

4.3. Customer acknowledges and agrees that its use of ETSI Certified Identity Verification is subject to oversight by the Romanian Authority, and must comply with the Norms approved by the Romanian Decision. Customer further acknowledges and agrees to comply with this Schedule and the Product Guidelines available by reference (at <https://documentation.onfido.com/guide/etsi-certified-idv/>) during Customer's use of the ETSI Certified Identity Verification.

4.4. Customer will retain evidence of the User's acceptance of the Terms and Conditions and keep such evidence together with the identification process, pursuant to Article 16(2) of the Norms.

4.5. Customer will configure its use of ETSI Certified Identity Verification to ensure that only Compatible Documents are submitted by Users to Onfido in accordance with clause 2.4 and Annex 2 of the Norms.

4.6. Customer will ensure that any User's use of ETSI Certified Identity Verification is coupled with an additional authentication factor, by sending to the User either: (i) a single-use code (also referred to as a "One Time Password" or "OTP"), or (ii) a link with a limited duration, in each case generated specifically and individually for the User via e-mail or SMS, pursuant to Article 21 of the Norms.

4.7. Customer will ensure that its contract with Users contains clauses relating to the ways of compensating Users in case of any damage suffered through use of ETSI Certified Identity Verification, pursuant to Article 9(4) of the Norms.