



#### 1. Scope

- (1) These General Terms and Conditions (GT&Cs) apply to contracts between Deutsche Post AG, Charles-de-Gaulle-Straße 20, 53113 Bonn, Germany, e-mail: [impressum.brief@deutschepost.de](mailto:impressum.brief@deutschepost.de), and other contractual partners specified in the contracts – hereinafter referred to individually or collectively as the Contractor – and the Customer for the identification of natural persons (POSTIDENT).
- (2) The exact content and scope of the services is based on the contracts and the currently valid service specifications.
- (3) Any conflicting general terms and conditions of the Customer do not apply even if the Contractor has not explicitly rejected them in individual cases.

#### 2. Rights and obligations of the Contractor

- (1) The Contractor shall identify natural persons (hereinafter referred to as the “Client”) exclusively in accordance with the provisions of the respective service specifications and for the purpose specified therein.
- (2) The Contractor shall provide the data in accordance with the relevant service specifications.
- (3) The Contractor is also entitled to provide its services through third parties to the extent permitted by law and regulations.

#### 3. Rights and obligations of the Customer

- (1) In order for the Contractor to be able to provide its identification services properly, the Customer must meet the requirements of the respective service specifications in advance. Any further statutory inspection and control obligations of the Customer shall remain unaffected by this and shall be the exclusive responsibility of the Customer.
- (2) The Customer is solely responsible for the specific use and selection of the identification service commissioned by them as well as for the assessment of whether and to what extent the commissioned services are suitable for the purposes intended by them, in particular the fulfilment of the statutory identification obligations imposed on them. The Contractor will not provide legal advice or make any guarantees in this regard.
- (3) It is the responsibility of the Customer to check if the identification services provided are correct and complete.
- (4) The Customer shall integrate POSTIDENT into its product or services vis-à-vis their customers in compliance with the relevant statutory regulations, in particular competition law and consumer protection law. The Customer shall indemnify the Contractor from all third-party claims upon first demand which such parties may assert against the Contractor as a result of a violation of the above-mentioned regulations, and shall compensate the Contractor for any and all loss or damage. This includes in particular any reasonable attorneys’ fees and court costs.
- (5) The Customer may share with third parties the identification data provided by the Contractor only if the data are shared exclusively in their own name and under their own responsibility. In this context the Customer shall fulfill its obligations under law, in particular those of the *Geldwäschegesetz* (GWG - German money laundering act) and the EU General Data Protection Regulation (GDPR). For the avoidance of doubt, it is hereby noted that the Contractor collects the data only for the purpose of identification.
- (6) The Customer is obliged to take all measures necessary for data backup and data security. The Contractor may, at any time during the term of the contract, change (inter alia update, expand or restrict) the interfaces used to access information. The Customer is obliged to treat its own access data as confidential. The Customer shall independently change the passwords it uses to access the data at least once per year for reasons of security.
- (7) The Customer is entitled to store the identification data with the Contractor temporarily. The time limits specified in Section 8 (5) for collection of the identification data shall apply.

- (8) The Customer shall provide the Contractor with the name of one or more contact person(s) authorized by the Customer to receive, respond to, pass on or issue information, queries, instructions etc. arising from or in connection with this agreement in its name and on its behalf.

#### 4. System Integrity

- (1) The Contractor maintains appropriate information security measures in line with International Standard Organization ISO 27001/2013. This is the Contractor’s entire obligation regarding the security of Customer’s Information and Contractor’s IT-systems in connection with Customer’s use of the contractual Services.
- (2) When using the identification services, incl. the Postident Portal, the Customer shall not:
  - i. violate the laws or third party rights;
  - ii. perform any security tests, performance tests, stress tests or similar tests on Postident Portal without the prior consent of the Contractor
  - iii. perform any of the following actions, in the following called “Cyber-Attacks”:
    - a) interfere with, modify or disable any functions or security controls of the Postident Portal;
    - b) remove, deactivate or otherwise circumvent any security protection mechanisms of the Postident Portal;
    - c) introduce viruses, trojans, worms, logic bombs or other technologically harmful or malicious materials or perform denial-of-service attacks or other cyber- attacks;
    - d) integrate the Postident Portal or operate the connected IT-systems in a way that third parties or automated systems and/or software can have direct or indirect unsecured or unauthorised access to Postident Portal. In particular, Customer shall take all technical and information security measures in accordance with current state of the art in order to prevent third parties or automated systems and/or software from authorised access to the Postident Portal, downloading, retrieving and/or making available content from there.

#### 5. Claims for defects

- (1) In case of incomplete or insufficient identification, the Customer is entitled to reimbursement of the fee for the respective POSTIDENT order. No attempts to correct the issue will be made following identification.
- (2) The warranty claims must be submitted in text form within the agreed maximum storage period minus five (5) business days, and include the process number, the invoicing number and a description of the defect. The required format and the communication channel is described at [www.postident.de/reklamation](http://www.postident.de/reklamation).

#### 6. Liability

- (1) The Contractor shall only be liable for damage, except in the case of the breach of significant contractual obligations (“cardinal obligations”), if and to the extent that there is intent or gross negligence on the part of the Contractor, its legal representatives, executive employees, or other vicarious agents. Cardinal obligations are duties whose performance is necessary to enable the proper execution of this agreement, duties with which the parties can regularly assume compliance. In the event of a violation of cardinal obligations, the Contractor shall be liable for any culpable behavior of its legal representatives, executive employees, or other vicarious agents; in the event of slight negligence, the Contractor’s liability shall be limited to the amount of damage typically foreseeable at the time that the agreement was concluded.
- (2) In addition, the aforementioned exclusions and limitations of liability shall not apply to damage that is the result of injury to life, limb, or



health, the assumption of a warranty of quality, or fraudulent concealment of defects by the Contractor, as well as in the case of claims according to the *Produkthaftungsgesetz* (German product liability act).

- (3) The Contractor shall not be liable for breakdowns or malfunctions of the technical infrastructure that can be attributed to unforeseeable events involving technical infrastructure that does not lie within its area of responsibility (force majeure). Events which are considered the result of force majeure include in particular war, civil unrest, pandemics, forces of nature, fire, information security-related threats or attacks (e.g., via computer viruses, bot attacks or other cyber attacks), power outages, directives of governmental agencies, labour disputes, and failures of or service limitations on communication networks or gateways of other operators.
- (4) In addition, the Contractor shall not be liable in any case for damage that arises from use of the data by the Customer for purposes other than those contractually specified or from forwarding of that data to third parties.

#### **7. Charges and billing**

- (1) For the respective identification procedure, the customer must pay the charges stated in the current POSTIDENT price list for the individual products.
- (2) The prices indicated in the current price lists are net. If and to the extent that value added tax is payable on the services provided by the Contractor, this shall be shown on the invoice and shall be paid by the Customer in the respective statutory amount.
- (3) The net charges shall be due upon activation of the identification procedure by the Client.
- (4) Any costs and expenses incurred by the Contractor due to the use of information, inspection, control and instruction rights by the Customer for data protection reasons or in the context of outsourcing essential tasks shall be reimbursed by the Customer. As far as possible, the Contractor will inform the Customer of the costs in advance.

#### **8. Data protection**

- (1) The parties shall treat as confidential any and all information which they and/or any third parties engaged by them to perform the Agreement in the scope of the contractual co-operation receive, be it directly or indirectly, and shall not disclose such information to third parties; the duty of confidentiality shall survive the termination of the contractual relationship. This shall not apply if this information was already known or becomes publicly available without any violation of confidentiality obligations. This shall not affect statutory disclosure obligations lawfully imposed by public authorities or courts; in relevant cases, the parties shall be notified and the procedure shall be coordinated with them accordingly. The parties shall not use information for purposes other than those stated in this agreement.
- (2) The Contractor is subject to the relevant legal provisions. All employees are prohibited from the unauthorized processing of personal data. They have been obliged under Article 28 (3) GDPR to process personal data only if a consent or a legal regulation permits the processing or if processing of this data is prescribed.
- (3) The parties shall also commit their vicarious agents, who are aware of the Agreement or involved in the negotiations, to keep secret any knowledge and information obtained in this connection, even after these employees leave the relevant employment.
- (4) Repeated culpable infringement of statutory or contractual duties of confidentiality, even after written warning or in text form, shall give rise to the right to terminate this agreement without notice. Claims for damages due to any such breaches shall remain unaffected.
- (5) The Contractor shall store the POSTIDENT data in order to use it for the proper determination, billing, and evaluation as well as to prove the correctness of service charges (charge data) or to make them available to the Customer. The storage period for the identification data

provided, including in some cases any documents uploaded electronically, shall be a maximum of ninety (90) days. The storage period for statutorily required video recordings shall be thirty (30) days. If desired, the Customer may agree to a shorter period. After expiry of the storage period, the data shall be deleted and retrieval by the Customer shall no longer be possible.

- (6) Furthermore, the Contractor shall be entitled to use the identification and recording data within the storage periods specified in (5) for the purpose of process control, in particular for quality assurance measures relating to compliance with the regulatory requirements for the processes.

#### **9. Prohibition of assignment, of set-off, and retention**

- (1) The assignment of rights from POSTIDENT agreements, or their transfer as a whole by the Customer is allowed only with prior written consent.
- (2) Offsetting or retention by the Customer against claims by the Contractor from these agreements or related non-contractual claims shall only be admissible if the due counterclaim is established on a legally binding basis or is undisputed.

#### **10. Other provisions**

- (1) The Customer shall inform the Contractor in writing or in text form of any changes or amendments that may affect the performance of services (e.g., relocation, change of address) and the contractual relationship (name change).
- (2) The Contractor shall inform the Customer in writing or in text form of changes or amendments to these GT&Cs. These changes shall be deemed accepted unless the Customer submits a written objection to the Contractor within one month of receipt.
- (3) German law shall apply to all legal relations between the parties.
- (4) The sole place of jurisdiction for legal disputes with business people, legal entities under public law, or special funds under public law resulting from contracts subject to these GT&Cs shall be Bonn (Germany).

Last revised: January 2023