Special terms and conditions / service description Kanzaroo™ KYC Match

Status: September 2025

§ 1 Scope of application and general regulations

1. These Special Terms and Conditions (STC) apply in addition to IQ's General Terms and Conditions (GTC) if the Client and IQ have agreed to provide Kanzaroo™ with user identification services (Kanzaroo™ KYC Match).
2. IQ operates a portfolio of Mobile Connect services. These Mobile Connect services enable users to be authenticated, transactions authorized, misuse and fraud combated, and processes simplified and accelerated in digital processes, for instance. The Partner is a business customer of IQ and can use the services from this portfolio individually or in any selection and combination. IQ endeavors to constantly update the portfolio and to further develop it with new services. A service description of the available services is part of these special terms & conditions.
3. The Parties agree on a non-exclusive collaboration whereby the Partner uses the Mobile Connect services either for its own end customers or markets them further to its application partners in accordance with these terms.

§ 2 Services and duties of IQ

1. IQ provides the Partner with the agreed Mobile Connect services during the term of the Agreement.
2. IQ is not obliged to offer the Mobile Connect services to the Partner.
3. IQ enables the use of Mobile Connect services by accepting usage scenarios which are described in the onboarding form.
4. IQ informs the Partner as early as possible if there are changes to the Mobile Connect services used by the Partner. This does not give rise to any special right of termination of the Partner.
5. IQ connects the Partner to the gateway as per the technical specification. Subject to technical availability and technical feasibility, this enables the Partner to use the services described in the service description.
6. IQ is entitled at any time to make changes, modifications, and other improvements to its IT infrastructure, especially if these are due to technical reasons, changes to the standard, or modified statutory regulations.
7. If IQ must temporarily restrict or shut down gateway operation and/or the provisioning of the Mobile Connect services to this end, it undertakes to restore operation and the service offering without undue delay. The Partner shall not be entitled to assert any liability claims against IQ as a result of the restriction or temporary shutdown of the infrastructure and/or the provisioning of the services.

§ 3 Services and duties of the Partner

1. The Partner shall be obliged to put in place for its part and at its own expense the technical requirements for using the Mobile Connect services and to connect to the IQ gateway as per the technical specification.
2. For each Mobile Connect service used by it or combination of services, the Partner undertakes to describe the planned usage scenarios as per the onboarding form and to forward this form to IQ prior to use. Only after written acceptance of IQ, the Partner is allowed to use the respective service as defined within the service description.
3. The Partner will impose contractually on its customers the duties arising out of this Agreement, especially those stated in this § 3. The Partner will provide IQ with relevant documentary evidence upon request.
4. The Partner undertakes to use the Mobile Connect services or combinations of these only for the purposes described in the respective usage scenarios. Any additional data processing is not permitted. In particular, the Partner shall not:
   a. resell, sublicense, rent, copy, share, or make the services available otherwise to third parties unless agreed otherwise in the onboarding form,
   b. try to gain unauthorized access to the services or to disrupt the integrity or performance of the services or the data contained therein,
   c. create derived works based on the services without prior written consent from IQ or modify or copy the services,
   d. intentionally spread viruses, trojan horses, worms, or other harmful programming routines via or with the aid of the service or gain unauthorized access to the service's accessible machines,
   e. unless agreed otherwise, access the services to create a competing product or a competing service or to copy its functions or user interface,
   f. breach applicable laws, ordinances, or regulations (including those governing export controls),
   g. cause an excessive or disproportionate load on the services with a view to disrupting or interrupting these services.

§ 4 Incidents

In the event of an unexpected incident that substantially impairs the contractually agreed provision of services, IQ shall notify the Partner without undue delay. The Partner nominates a contact - see onboarding form - that is accessible by phone or via email in the event of an incident. Where possible, the Parties work together to rectify and solve the incident.

§ 5 Charges

1. The Partner undertakes to pay IQ the charges stipulated in the rate sheet on-time.

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2. Each calendar month, IQ shall send the Partner a bill for the relevant charges incurred for the previous month. Billed amounts shall be due upon receipt of the bill. The amounts shown on the bill must be credited to IQ's account specified on the bill no later than 10 days after receipt of the bill.
3. If the Partner defaults with two successive payments, IQ is entitled to block the Partner from using the Mobile Connect services.
4. All prices, charges, or fees are net amounts, plus the applicable statutory value-added tax, if applicable for the Partner's company headquarters.
5. IQ will provide its Partners upon request with reporting covering the billed period. The report includes information on the transactions per Partner and used Mobile Connect services.
6. The Partner is aware that IQ charges a monthly minimum volume as stated in the rate sheet, which will be applicable as of the first full month after the start of the cooperation. If in any monthly, Partner does not reach the monthly minimum commitment, there will be no credits, carry forwards nor refunds issued.
7. IQ may calculate and charge minimum monthly volumes in advance.
8. IQ is entitled to demand reasonable advance payments from the client on the agreed remuneration. These advance payments serve to secure the services still to be rendered. The partner is obliged to make the advance payments within 10 days of being requested to do so. If the client does not make the requested advance payment on-time, IQ is entitled to withhold its services until full payment has been made or – after setting a reasonable grace period – to withdraw from the contract.

§ 6 Data protection

1. The Parties process personal data as part of the service governed by data protection. While IQ provides its services as an independent data controller, the Partner acts as data processor for its customer(s), which are independent data controllers.
2. The Parties undertake to comply with the applicable data protection provisions, especially the General Data Protection Regulation (GDPR), the Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG), and the Telecommunications and Telemedia Data Protection Act (Telekommunikation- Telemedien- Datenschutz-Gesetz - TTDSG), and to impose obligations arising therefrom on its employees, suppliers, service providers, and other persons which process the respective personal data under this agreement or can also simply access these data.
3. The Partner obliges its customers to implement the requirements of the GDPR. For the usage scenarios described in the onboarding form, the relevant requirements of Art. 6 (1) item a) or Art. 6 (1) item f) GDPR shall be met. This includes obtaining consent from the end customer or applying legitimate interest and notifying the end customers about the purposes of data processing in the data privacy information of the Partner's customer, the type of data, the bodies involved in data processing, and the erasure of data.
4. The Partner will support IQ where necessary to fulfill its data privacy requirements to provide information and fulfill subject's rights.
5. Where personal data is processed outside the EU, the Parties agree to conclude standard contractual clauses published by the EU Commission.
6. If there are fundamental changes to the processing of personal data, e.g., by moving the data processing from the EU to a third country, the Partner undertakes to notify IQ without undue delay. The Parties will subsequently modify this Agreement where necessary.
7. If the Partner uses third-country processing or access is provided from a third country, the Partner shall ensure that this is implemented in line with data protection provisions.
8. The Partner undertakes and imposes a similar obligation on its customers to immediately erase the received personal data once its purpose has been fulfilled.

§ 7 Liability

1. IQ shall only be liable to the Partner for compensation for damage in the case of a culpable breach of essential contractual obligations, in the case of a culpable breach of an obligation which results in injury to life, limb, or health, or in the case of a breach of an obligation as a result of willful intent or gross negligence. To the extent that obligations have not been breached as a result of willful intent or gross negligence, in the event of pecuniary damage or damage to property, IQ shall only be liable for damage whose occurrence could have reasonably been expected upon the conclusion of the Agreement up to a maximum of EUR 10,000. Liability for all other damage shall be excluded; liability pursuant to the Product Liability Act (Produkthaftungsgesetz – ProdHaftG) or based on malice shall remain unaffected.
2. For the term of the Agreement and thereafter, the Partner shall indemnify IQ against all claims asserted by third parties against IQ as a result of the offer of Mobile Connect services by the Partner.

§ 8 Term and termination

1. This Agreement shall come into force once signed and shall be concluded for an unspecified period of time.
2. Either Partner may terminate the contractual relationship as a whole and the use of individual Mobile Connect

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services and any combinations thereof in writing by giving three months' notice to the end of each calendar quarter.

3. Termination of the use of individual Mobile Connect services or any combinations thereof does not automatically lead to termination of the entire contractual relationship.
4. The right to termination for good cause shall remain unaffected. Good cause which entitles IQ to terminate the Agreement exists in particular when the Partner repeatedly breaches essential contractual obligations, or if the provisioning of the Mobile Connect services is substantially impeded or prohibited or runs the risk of being impeded or prohibited due to legal or regulatory measures, or the customer defaults on payment of its charges within the meaning of § 5.
5. Any notice of termination shall be served in text form.

§ 9 Public relations and communication

Any and all press releases, public announcements, and advertising or public relations activities issued by either Party with reference to this Agreement require the express written approval of the other Party prior to publication.

§ 10 Statutory provisions / Confidentiality

1. The Partners agree to treat all knowledge and information and price agreements that they obtain or have obtained in connection with the preparation and performance of this Agreement as confidential and to maintain secrecy on the subject vis-à-vis third parties. The confidentiality obligations shall not apply to information
   a. that was already known at the time the Agreement was concluded, without an obligation of confidentiality,
   b. that had already been published at the time of conclusion of the Agreement or is published later by third parties, without this being attributable to an act contrary to law or contract on the part of the recipient of the information,
   c. that was legally obtained from a third party without any obligation to maintain confidentiality,
   d. that was expressly approved for disclosure by written declaration of the other Partner, or
   e. that must be disclosed as a result of legal requirements to provide information, in which case the Partner must be immediately informed of such disclosure.
2. Upon request, confidential documentation, including all documentation made thereof must be returned. Any rights of retention cannot be asserted in this context.

§ 11 Final provisions

1. Any amendments and additions to this Agreement shall be made in writing; this shall also apply to the cancellation of this clause stipulating the written form. To fulfill the written form requirement, the electronic transfer of
   a. either a copy of the document provided with an electronic signature
   b. or a manually signed scanned copy of the document identifiable by the declaring Party that has been forwarded

   by each Party to the other Party shall be sufficient. It is also sufficient if both Parties add their electronic signatures to one and the same electronic document.
2. Should any of the provisions in this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The Parties shall replace the ineffective or invalid provision with a mutually agreed provision which most closely approximates the economic interests of the Parties. The same shall apply in the case of a lacuna not covered by the Agreement.
3. The assignment of rights and obligations under this Agreement shall require the written consent of the other Party. This consent may not be unreasonably refused.
4. The Parties shall endeavor to resolve any disputes through an amicable and mutual arrangement. If an amicable agreement cannot be reached, the Parties agree that the place of jurisdiction for all disputes arising from and in connection with this Agreement shall be Norderstedt, Germany.
5. This Agreement shall be subject to German law.

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Service Description KYC Match

1. The purpose of KYC Match ID-Verify is to assist service providers (SP) in meeting personal identification requirements, protecting against fraud or ensuring better quality customer data.
2. KYC Match allows a SP to check if the data that the customer has given during the registration process (linked with the MSISDN) on the SP's website is the same data that the customer provided for the contract with its Mobile Network Operator (MNO).
3. This might reduce the number of accounts with fake or incorrect data.
4. The IQ Kanzaroo™ KYC Match gateway provides the SP with information on whether the requested personal data that the customer has specified to the SP during a registration process is the same or not the same data as in the respective MNO database for the mobile contract of the MSISDN requested.
5. IQ itself identifies which MNO the MSISDN belongs to.
6. To avoid mismatch due to different ways of spelling, data normalization rules must be used as described in the technical specification.
7. The SP sends a request with the customer's data plus MSISDN as defined in the technical specification to the IQ Kanzaroo™ KYC Match gateway.
8. IQ carries out some standard checks for the MSISDN and matches the data transferred in the SP's request with the data of the mobile contract for the MSISDN requested.
9. The match is done for the following attributes: Given name, family name, address, house number or house name or street address, postal code, town (optional), country, birthdate (optional).
10. Each data field is checked and the following matching results for each field are possible:
    – "Y" – match is successful
    – "N-NA" - match failed, data is not available
    – "N-AV" – match failed; data is available
    – "N-AD" – match failed, data is available, but access is denied
11. If the data does not match 100%, Kanzaroo KYC Match returns a score so that the SP can decide for themselves how to proceed with the result, depending on the score. There is no score for zip code and date of birth.
12. The Kanzaroo KYC Match documentation also includes a recommendation for interpreting the score.
13. IQ sends the matching result of the user to the SP as defined in the specification.
14. Use case examples: KYC Match can be used on initial registration for an App or webpage. The SP uses KYC Match to make sure the information that the customer types in during the registration process is correct and not a fake identity. KYC Match helps ensuring that the personal data used by the customer at the time of registration matches the data of his mobile contract.
15. Data Protection: Legal basis for Data Protection might be a legitimate Interest if KYC Match is used for fraud prevention purposes.

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Service Description KYC Match ID-Verify

1. The purpose of KYC Match ID-Verify is to assist service providers (SP) in meeting personal identification requirements, protecting against fraud, ensuring better quality customer data, or performing secure age verification.
2. KYC Match ID-Verify allows a SP to check if the data that the customer has given during the registration process (linked with the MSISDN) on the SP's website is the same data that the customer provided for the contract with its Mobile Network Operator (MNO). In addition, a comparison of the photo on an identity document and a video liveness check will be carried out in accordance with sections 10 and 11.
3. This might reduce the number of accounts with fake or incorrect data.
4. The IQ Kanzaroo™ KYC Match gateway provides the SP with information on whether the requested personal data that the customer has specified to the SP during a registration process is the same or not the same data as in the respective MNO database for the mobile contract of the MSISDN requested.
5. IQ itself identifies which MNO the MSISDN belongs to.
6. To avoid mismatch due to different ways of spelling, data normalization rules must be used as described in the technical specification.
7. The SP sends a request with the customer's data plus MSISDN as defined in the technical specification to the IQ Kanzaroo™ KYC Match gateway.
8. IQ carries out some standard checks for the MSISDN and matches the data transferred in the SP's request with the data of the mobile contract for the MSISDN requested.
9. The match is done for the following attributes: Given name, family name, address, house number or house name or street address, postal code town (optional), country, birthdate (optional).
10. After successful data verification, the user uploads a photo of an official ID (e.g., ID card, driver's license). The information is read, checked for plausibility, digits checks are made, and compared with the information from the first step. This is followed by a short video liveness check. The user records a selfie video, which is automatically compared with the ID photo. Verification is only completed if the biometric match is successful.
11. If the data does not match 100%, Kanzaroo KYC Match ID-Verify returns a score so that the SP can decide for themselves how to proceed with the result, depending on the score. There is no score for zip code and date of birth.
12. The Kanzaroo KYC Match ID-Verify documentation also includes a recommendation for interpreting the score.
13. IQ sends the matching result of the user to the SP as defined in the specification.
14. Examples of use cases: KYC Match ID-Verify is a fully-listed AVS by the KJM and can therefore be used securely for age verification of users.
15. Data protection: The legal basis for data protection could be a legitimate interest if KYC Match ID-Verify is used for fraud prevention.

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Attachments:

- Technical API
- Onboarding Form (Use case approval form)
- SLA
- Ratesheet

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