

# Mastercard ID Verification Rules

Mastercard  
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# Notices

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## Information Available Online

More information about ID Verification including the APIs and related implementation documentation can be found at [developer.mastercard.com/product/ID-digital-identity-services](https://developer.mastercard.com/product/ID-digital-identity-services).

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# 1 ID Verification Overview

## 1.1 Purpose

This document describes Mastercard's ID Verification service ("**ID Verification**") and the responsibilities of Participants that choose to leverage the service for its benefits. These ID Verification Rules provide clarity and transparency to all Participants regarding their roles and responsibilities, and aim to ensure that ID Verification is:

- Functional and operational;
- Compliant with law applicable to Mastercard;
- Trustworthy, addressing areas of security, data privacy, and risk management;
- Clear with respect to the legal rights, responsibilities, and liabilities of Participants; and
- Transparent for all Participants.

## 1.2 ID Verification Documentation

Mastercard has a set of Documentation that provide Participants with clear direction as to their responsibilities as Participants in the ID Verification service. The Documentation includes, but is not limited to the following:

- a) The information contained in this ID Verification Rules manual;
- b) ID Verification Program Guide;
- c) ID Verification Implementation Requirements (available on Mastercard Developers Zone); and
- d) ID Verification Agreement

The Documentation may be updated from time to time as deemed necessary by Mastercard.

All changes to the Documentation, including the ID Verification Rules, will be provided prior to their effective date, to provide transparency and time for Participants to comply with changes.

## 1.3 ID Verification Capability

ID Verification provides Participants the ability to perform real-time identity verification of an End User through leveraging a variety of Mastercard capabilities and connectivity to one or more external data sources. Attributes that can be verified include name, address, date of birth, photo, mobile number, email, driver's license, passport social security number or other similar identifiers or documents in the markets where ID Verification is available.

Using the ID Verification *Verified Form Fill* capability, Participants can request a set of verified attributes for an End User, in a manner that is simple and easy, reducing the need for the End User to manually enter their personal details. The requested information is verified by ID Verification using one or more Identity Verification Providers, and then provided to the Participant if such information meets a certain confidence level.

Participants may also request a real-time verification of End User data they may already have, or that the End User provided manually. This *Identity Verification* capability enables a Participant to perform a verification check of an End User's personal information in real-time during the transaction flow.

These services help Participants streamline the End User experience for End Users interacting online and in-app, while providing Participants with greater confidence and assurance their customers are who they claim to be.

## 1.4 ID Verification Participation

### 1.4.1 ID Verification Roles

ID Verification requires the engagement of the following parties:

- a) End Users – individuals interacting with a Relying Party or an Affiliate Relying Party, as the case may be, online or in app, whereby their personal information must be verified to gain access to the Relying Party's or an Affiliate Relying Party's product or service;
- b) Relying Parties – entities that rely upon the End User's identity or identity attribute(s) provided by ID Verification, and verified by one or more Identity Verification Providers, typically to process a transaction or grant the End User access to information, a good, service, or system;
- c) Relying Party Channel Partners – entities that integrate, aggregate, sponsor or otherwise facilitate Affiliate Relying Parties' right to rely upon the End User identity or identity attribute(s) when the End User is interacting with the Affiliate Relying Party.
- d) Identity Verification Providers – entities that are a credible and authoritative source or provider of certain identity data, that aid ID Verification by verifying the End User identity or identity attribute(s) when the End User is interacting with a Relying Party or an Affiliate Relying Party;
- e) Mastercard – the entity providing ID Verification:
  1. Operates and governs the ID Verification service;
  2. Defines the eligibility requirements for the Relying Parties and the Relying Party Channel Partners;
  3. Develops and operates the ID Verification platform and technology;
  4. Provides ID Verification application programming interfaces ("APIs") and related specifications and instructions for Participants to integrate with ID Verification;
  5. Facilitates verification of End User identity and identity attributes with one or more Identity Verification Providers;
  6. Provides a Relying Party or through a Relying Party Channel Partner verified End User identity data, or performing for a Relying Party, or through a Relying Party Channel Partner, a verification check of an End User's identity data, using Mastercard capabilities and connectivity to one or more external Identity Verification Providers;
  7. Monitors compliance by Participants with the ID Verification Rules and other Documentation;
  8. Monitors the ID Verification platform for fraud attempts; and
  9. Facilitates the investigation of any claims or issues.

Mastercard and/or a third party supplier engaged by Mastercard will provide or make available ID Verification to Participants in accordance with the Documentation.

All of the above activity is further defined in the other ID Verification Documentation.

## 2 Participant Rules

### 2.1 Introduction

#### 2.1.1 Relying Parties

A Relying Party is a bona fide business engaged in legal activity that relies upon the identity or identity attributes provided by ID Verification and verified by one or more Identity Verification Providers regarding an End User's identity, typically to process a transaction or grant access to information, a service, or a system. Each Relying Party must comply with all provisions of the ID Verification Agreement, all applicable ID Verification Rules and applicable Documentation as determined by Mastercard and in effect from time to time. A Relying Party may, by way of example and not limitation, be a merchant, a lender, a health care organization or a government agency.

#### 2.1.2 Relying Party Channel Partner

A Relying Party Channel Partner is an entity (and may be a Relying Party itself) that integrates, aggregates, sponsors or otherwise facilitates the use of ID Verification with Affiliate Relying Parties that rely upon the identity or identity attributes provided by ID Verification. Each Relying Party Channel Partner must comply with all provisions of the ID Verification Agreement, all applicable ID Verification Rules and applicable Documentation as determined by Mastercard and in effect from time to time.

Each Relying Party Channel Partner must cause its Affiliate Relying Parties to comply through a written agreement with all applicable ID Verification Rules and applicable Documentation as determined by Mastercard and in effect from time to time, as if such Affiliate Relying Parties is a Relying Party under these ID Verification Rules. Each Relying Party Channel Partner is liable to Mastercard for all ID Verification activity of each of its Affiliate Relying Parties and for any failure by any such Affiliate Relying Party to comply with such ID Verification Rules and applicable Documentation or with applicable law or regulation, except as otherwise set forth in these ID Verification Rules, unless Mastercard has a direct agreement with such Affiliate Relying Party.

### 2.2 Eligibility to Be a Participant

In order to become a Participant leveraging ID Verification, an entity must enter into an ID Verification Agreement that is executed by both Participant and Mastercard, licensing Participant to use ID Verification to request verification of an End User's identity or identity attribute(s) in connection with determining whether to process a transaction for, or grant access to information, a good, service, or a system (collectively, an "**RP Service**") to an End User. A Participant may be a Relying Party Channel Partner, or a Relying Party. The decision to admit a Participant as a Participant in ID Verification is made at the sole discretion of Mastercard.

### 2.3 Participant Responsibilities and Requirements

A Participant is responsible and liable for its use of ID Verification.

A Participant must integrate the ID Verification APIs in order to provide an acceptance point for ID Verification to be leveraged by End Users, provided in the case of a Relying Party Channel Partner, the Relying Party Channel Partner must require that such integration is completed with or for its Affiliate Relying Parties.

### 2.3.1 Participant Policies and Compliance

- a) A Participant will comply with applicable law and regulation.
- b) A Participant will allow Mastercard to perform initial and ongoing sanctions screening of Participant.
- c) A Participant will conduct meaningful monitoring of the Participant's, and in the case of Relying Party Channel Partner, of itself and its Affiliate Relying Parties', use of ID Verification to ensure compliance with these ID Verification Rules and applicable law and regulation.
- d) A Participant is entirely responsible for any use of ID Verification undertaken by the Participant, including proper integration with the ID Verification APIs as set forth in the ID Verification Implementation Guide and any third party using or benefiting from or supporting Participant's, and in the case of Relying Party Channel Partner, of itself and its Affiliate Relying Parties', use of ID Verification.

### 2.3.2 Fees, Assessments, and Other Payment Obligations

A Participant must have a deposit account or other account acceptable to Mastercard for purpose of ID Verification's billing and payment mechanisms.

A Participant must timely pay to Mastercard all charges, assessments, Fees and other amounts due in accordance with the ID Verification Rules and Documentation.

If a Participant fails to timely pay Mastercard any amount due, Mastercard must have a right, immediately and without providing prior notice to the Participant, to assess and collect from the Participant such amount owed to Mastercard, as well as any fees and other costs, including investigation, attorney, litigation and collection costs incurred by Mastercard to collect such amount from the Participant.

### 2.3.3 Taxes and Other Charges

A Participant must pay when due all taxes charged by any country or other jurisdiction in which the Participant utilizes ID Verification. In the event Mastercard is charged taxes or other charges by a country or other jurisdiction as a result of or otherwise directly or indirectly attributable to Participant's use of ID Verification, the Participant must immediately reimburse Mastercard the amount of such taxes or other charges.

## 2.4 Privacy and Data Protection Requirements

### 2.4.1 Scope

This Rule 2.4 applies to the Processing of Personal Data of Data Subjects subject to Privacy, Data Protection, and Information Security Requirements by or on behalf of the Parties in the context of ID Verification.

The Rules set forth in this Rule 2.4 apply to Mastercard and Participants (for purposes of this Rule 2.4, each a "**Party**" and together "**Parties**"), but not to IVPs. IVPs must at all times be compliant with any privacy and data protection provisions set forth in the applicable IVP Agreement. Each Relying Party Channel Partner must cause its Affiliate Relying Parties to comply via a written agreement with Rule 2.4 as if such Affiliate Relying Party is a Relying Party under these ID Verification Rules. Relying Party Channel Partner acting as a Controller or as a Processor on behalf of an Affiliate Relying Party will be liable to Mastercard for its own or its Affiliate Relying Parties' compliance with

this Rule 2.4 and for any failure of its own or by any such Affiliate Relying Party, unless Mastercard has a direct agreement with such Affiliate Relying Party, to comply with this Rule or with applicable law or regulation.

## 2.4.2 General Privacy and Data Protection

Each Party shall comply with all Privacy, Data Protection and Information Security Requirements to the extent applicable to the provision of ID Verification under this Documentation.

Without limiting the generality of the foregoing, Participant represents and warrants that it will, as applicable:

- a. Be solely responsible for providing Data Subjects with appropriate notice regarding the Processing of Personal Data for its purposes set forth in section 1.4.1 in a timely manner and at the minimum with the elements required under Privacy, Data Protection, and Information Security Requirements. Participant also represents and warrants that it will be solely responsible for handling requests from individuals to access, correct, block or delete their Personal Data in connection with ID Verification.
- b. Comply with applicable regulatory filings, authorizations and legal requirements before a data protection authority or other supervisory authority, including obtaining attestations, certifications, licenses and other applicable legal requirements in relation to maintaining respective data protection inventories or on-soil data processing.

## 2.4.3 Roles of the Parties and Purposes

- a) For the purpose of this Rule 2.4, the Parties acknowledge and confirm that:
  - i. Relying Party and/or the Affiliate Relying Party, as applicable, acts as Controller and has the sole and exclusive authority to determine the Purposes (as defined in section 1.4.1) and means of the Processing of Personal Data that are disclosed or transferred to Mastercard in the context of the Service, and Mastercard acts as Processor or as a Sub-Processor in connection with the Relying Party and/or Affiliate Relying Party, as applicable, and Processes Personal Data only on Relying Party's or Affiliate Relying Party's behalf and instructions for the purpose of providing the Service.
  - ii. Relying Party and Relying Party Channel Partner on behalf of the Affiliate Relying Party, as applicable, authorizes Mastercard to process, as a Controller, Personal Data for the purposes listed in section 1.4.1. e) 7-9. Mastercard represents and warrants that it will process Personal Data for these purposes in compliance with all Privacy, Data Protection, and Information Security Requirements.
  - iii. Relying Party Channel Partner acts either as a Controller when it Processes Personal Data for its own purposes listed in section 1.4.1. b) or as a Processor on behalf of an Affiliate Relying Party acting as Controller.
- b) Mastercard may use and disclose Personal Data in accordance with Privacy, Data Protection and Information Security Requirements. This may include disclosures to third parties ("**Third Parties**") as necessary for the performance of ID Verification, including to any Identity Verification Providers, service providers and other third parties, as well as for the purposes of fraud, security, risk management, and product development related to those instances. In disclosing Personal Data to such Third Parties, Mastercard will require such Third Parties to protect the data with at least the same level of protection as set forth herein.
- c) All obligations in this Rule apply to each Party without regard to the residency or location

(permanent or otherwise) of any Data Subject to whom any Personal Data relates, the location of a Party's operations, the extent to which it has targeted particular geographic regions or jurisdictions, or any other factors.

## 2.4.4 Compliance

### Obligations of Participant

Participant must, as applicable:

- a) Process and disclose Personal Data under the ID Verification Rules solely for the purposes set forth in section 1.4.1.
- b) Relies on a valid legal ground pursuant to Privacy, Data Protection, and Information Security Requirements, including obtaining Data Subjects' consent if required or appropriate pursuant to Privacy, Data Protection, and Information Security Requirements, in particular for the Processing of End Users' Sensitive Data or location data, and for any Processing that constitutes automated decision-making or profiling. Upon Mastercard's request, Participant must provide Mastercard with reasonably satisfactory evidence of compliance with this section. The Participant acknowledges that any verification results provided by Mastercard to Participant may only be used as an input to Participant's existing verification processes.
- c) Take reasonable steps to ensure that the Personal Data that it provides to ID Verification is accurate, complete, current and not misleading.
- d) Ensure that its Processing of Personal Data is adequate, relevant and limited to what is the minimum necessary for its own purposes set forth in Rule 2.4, especially with regard to Sensitive Data. In particular, Participant agrees and warrants that the type of authentication of End User identity attributes it requires as a precondition to providing Participant's goods or services, and any related information it requires, are limited to what is the minimum necessary for the Participant Purposes.

## 2.4.5 Data Security and Confidentiality

Each Party must implement and maintain a comprehensive written information security program that complies with Privacy, Data Protection, and Information Security Requirements, including appropriate technical and organizational measures to ensure a level of security appropriate to the risk, which includes at the minimum the security measures below as appropriate: (a) the pseudonymization and encryption of Personal Data; (including the encryption of Primary Account Number (PAN) in transit and at rest); (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services (including by appropriately maintaining and reviewing logs and applying multi-factor authentication, as applicable); (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Personal Data. In assessing the appropriate level of security, the Parties must take into account the state of the art; the costs of implementation; and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects and the risks that are presented by the Processing, in particular Personal Data Breaches.

Each Party must take steps to ensure that any person acting under its authority who has access to Personal Data complies with the requirements of these ID Verification Rules and is subject to a duly enforceable contractual or statutory confidentiality obligation.

## 2.4.6 End User Personal Data Breach

- a) The Parties must notify each other of a Personal Data Breach that relates to Personal Data Processed in the context of ID Verification, without undue delay, and no later than 48 hours after becoming aware of a Personal Data Breach involving Personal Data Processed, or if any End User, individual or entity has or potentially has materially breached the Party's security measures or is aware of any incident or potential incident of fraudulent transactions (collectively, "**Security Incidents**") in the context of ID Verification. Such notification must include all relevant information and evidence necessary to satisfy Privacy, Data Protection and Information Security Requirements. The Parties will assist each other in complying with their obligations to notify a Personal Data Breach.
- b) The Parties will use their best efforts to reach an agreement on whether and how to notify a Personal Data Breach, and must document all Personal Data Breaches and Security Incidents, including the facts relating to the Personal Data Breach, its effects and the remedial action taken.
- c) The Parties will reach a mutual agreement prior to the publication or communication of any filings, communications, notices, press releases or reports related to any Personal Data Breach or any Security Incident that expressly mentions Mastercard or its affiliates or that identifies or reasonably should be understood to identify Mastercard, its affiliates, or ID Verification. Subject to the other provisions of the ID Verification Agreement, the Parties will use their best efforts to reach an agreement on whether and how to notify persons, supervisory authorities or any third party of a Personal Data Breach and a Security Incident. In the event that Privacy, Data Protection, and Information Security Requirements do not determine from which Party notice of a Personal Data Breach or Security Incident must come, Mastercard has the discretion of determining whether such notice comes from Mastercard or one of the other Parties. Upon any such discovery and among other actions, the Parties must promptly investigate, remediate and mitigate the effects of the such Personal Data Breach or Security Incident

## 2.4.7 Cross-Border Data Transfers

The Parties must comply with any applicable cross-border data transfer restrictions pursuant to Privacy, Data Protection, and Information Security Requirements, including the Europe requirements set forth in Rule 2.4.8.5. Each Party must cooperate with each other Party to fulfill their respective obligations under this Rule 2.4.7.

## 2.4.8 Europe

This Rule 2.4.8 applies only to the Processing of Personal Data subject to EU Data Protection Law by the Parties in the context of ID Verification. Parties Processing Personal Data not subject to EU Data Protection Law are not bound by this Rule 2.4.8. This Rule 2.4.8 supplements the privacy and data protection terms contained in the other sections of this Rule 2.4.8 to the extent they pertain to the Processing of Personal Data subject to EU Data Protection Law.

### 2.4.8.1 Mastercard BCRs

Mastercard will comply with the Mastercard BCRs when the Processing of Personal Data is or was subject to EU Data Protection Law. Mastercard represents and warrants that it will only disclose such Personal Data in accordance with the Mastercard BCRs.

## 2.4.8.2 Compliance

### Obligations of Participant

Participant represents and warrants that, in relation to the Processing of Personal Data for the Purposes in the context of ID Verification, it acts as a Controller and that it, as applicable:

- a. Complies with EU Data Protection Law in respect of Processing of Personal Data, and only gives lawful instructions to Mastercard.
- b. Provides appropriate notice to the Data Subjects, as specified under 3.4.2 (a) and more specifically regarding (1) the existence of Processors located outside of Europe and of the Mastercard BCRs, including the Data Subjects' right to enforce the Mastercard BCRs as third-party beneficiaries (by linking to the Mastercard BCRs); and (2) the transfer of any Sensitive Data prior to transferring them to a country that does not provide an adequate level of protection.
- c. Keeps Personal Data in a form which permits identification of Data Subjects for no longer than is necessary for the Purposes for which the Personal Data are processed unless a longer retention is required or allowed under applicable law.
- d. Implements appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the Processing of Personal Data is performed in accordance with EU Data Protection Law, including, as appropriate, appointing a data protection officer, maintaining records of processing, complying with the principles of data protection by design and by default and, where required, performing data protection impact assessments and conducting prior consultations with supervisory authorities.
- e. Is responsible for customer service to Data Subjects and receives and responds to all communications from cardholders with respect to the ID Verification to exercise their rights of (i) access, (ii) rectification, (iii) erasure, (iv) data portability, (v) restriction of Processing, and (vi) objection to the Processing in accordance with EU Data Protection Law. Participant will handle such request, or instruct Mastercard in writing how to handle such request.
- f. Cooperates with Mastercard to fulfil their respective data protection compliance obligations in accordance with EU Data Protection Law.

### Obligations of Mastercard

Mastercard will comply with the Mastercard BCRs and EU Data Protection Law when Processing Personal Data for the Purposes in connection with ID Verification, and it will:

- a. Only Process Personal Data in accordance with the Participant's lawful written instructions and not for any other purposes than those specified in section 1.4.1, the Documentation, or as otherwise agreed by both Parties in writing.
- b. Promptly inform Participant if, in its opinion, the Participant's instructions infringe EU Data Protection Law, or if Mastercard is unable to comply with the Participant's instructions.
- c. Cooperate with the Participant to fulfil its own data protection compliance obligations under EU Data Protection Law, including by providing all information available to Mastercard as necessary to demonstrate compliance with the Participant's own obligations and where applicable to help Participant conducting data protection impact assessments or prior consultation with supervisory authorities.
- d. Keep internal records of Processing of Personal Data carried out as a Processor on behalf of Participant.

- e. Assist Participant in fulfilling its obligation to respond to Data Subjects' requests to exercise their rights as provided under EU Data Protection Law and specified under Clause 3.4.9.2.f., and notify Participant about such requests if Mastercard receives them directly from the Data Subject.
- f. Notify Participant when local laws prevent Mastercard (i) from fulfilling its obligations under the Documentation or the Mastercard BCRs and have a substantial adverse effect on the guarantees provided by this Enrollment or the Mastercard BCRs, and (ii) from complying with the instructions received from the Participant via this Agreement, except if such disclosure is prohibited by applicable law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- g. When an ID Verification Agreement expires or upon termination of an ID Verification Agreement or upon a request to delete or return Personal Data by Participant, except for any Personal Data which Mastercard Processes as a Controller, Mastercard will, at the choice of Participant, delete, or anonymize, such Personal Data to Participant, and delete or anonymize existing copies unless applicable law prevents it from returning or destroying all or part of the Personal Data or requires storage of the Personal Data (in which case Mastercard will protect the confidentiality of the Personal Data and will not actively Process the Personal Data anymore).

#### **2.4.8.3 Data Protection Audit**

Upon prior written request by Participant, Mastercard agrees to cooperate and within reasonable time provide Participant with: (a) a summary of the audit reports demonstrating Mastercard's compliance with EU Data Protection obligations under the Documentation and Mastercard BCRs, after redacting any confidential and commercially sensitive information; and (b) confirmation that the audit has not revealed any material vulnerability in Mastercard's systems, or to the extent that any such vulnerability was detected, that Mastercard has fully remedied such vulnerability.

#### **2.4.8.4 Sub-Processing.**

Participant gives a general authorization to Mastercard to process and sub-process Personal Data to internal and external Sub-Processors in the context of ID Verification under the conditions set forth below and Mastercard represents and warrants that when sub-processing the Processing of Personal Data in the context of an ID Verification, it:

- a. Binds its internal Sub-Processors to respect the Mastercard BCRs and to comply with the Participant's instructions.
- b. Requires its external Sub-Processors, via a written agreement, to comply with the requirements of EU Data Protection Law applicable to processors and data transfers, when applicable, with the Participant's instructions and with the same obligations as are imposed on Mastercard by the Documentation and Mastercard's BCRs, including sub-processing and audit requirements set forth in Mastercard's BCRs.
- c. Remains liable to the Participant for the performance of its Sub-Processors' obligations.
- d. Commits to provide a list of Sub-Processors to Participant upon request.

Will inform Participant of any addition or replacement of a Sub-Processor in a timely fashion so as to give Participant an opportunity to object to the change or to terminate the Agreement before the Personal Data is communicated to the new Sub-Processor, except where ID Verification cannot be provided without the involvement of a specific Sub-processor

#### **2.4.8.5 Cross-Border Data Transfers**

- a) Participant authorizes Mastercard to transfer the Personal Data Processed in connection with ID Verification outside of Europe in accordance with the Mastercard BCRs or with any other lawful data transfer mechanism that provides an adequate level of protection under EU Data Protection Law. Mastercard represents and warrants that it will abide by the Mastercard BCRs when Processing Personal Data for the Purposes in the context of ID Verification.
- b) Participant represents and warrants that it may transfer the Personal Data Processed in connection with ID Verification outside of Europe in accordance with EU Data Protection Law. Mastercard represents and warrants that it may transfer the Personal Data Processed in connection with ID Verification outside of Europe in accordance with the Mastercard BCRs or with any other lawful data transfer mechanism that provides an adequate level of protection under EU Data Protection Law.

#### **2.4.8.6 Liability**

The parties agree that they will be held liable for violations of EU Data Protection Law towards Data Subjects as follows:

- i. Participant is responsible for the damage caused by the Processing which infringes EU Data Protection Law or the obligations set forth in the Documentation.
- ii. When Mastercard acts as a Processor, it will be liable for the damage caused by the Processing only where it has not complied with obligations of EU Data Protection Law specifically directed to Processors or where it has acted outside of or contrary to Customer's lawful instructions. In that context, Mastercard will be exempt from liability if it proves that it is not in any way responsible for the event giving rise to the damage.
- iii. Where the Parties are involved in the same Processing and where they are responsible for any damage caused by the Processing, both Participant and Mastercard may be held liable for the entire damage in order to ensure effective compensation of the Data Subject. If Mastercard paid full compensation for the damage suffered, it is entitled to claim back from Participant that part of the compensation corresponding to Participant's part of responsibility for the damage.

#### **2.4.8.7 Applicable Law**

Notwithstanding anything to the contrary in the ID Verification Agreement, Mastercard Europe is a Party to these ID Verification Rules solely to the minimum extent necessary for the purposes of Processing Personal Data subject to EU Data Protection Law.

All Processing of Personal Data subject to EU Data Protection Law is governed by Belgian law, and any disputes between the Parties relating to the Processing of Personal Data subject to EU Data Protection Law is subject to the exclusive jurisdiction of the courts of Brussels, Belgium.

### **2.5 ID Verification Rules Compliance**

The ID Verification Rules govern the conduct of Participants in ID Verification. Mastercard has the sole right and authority to interpret and enforce any ID Verification Rule.

#### **2.5.1 Failure to Comply with an ID Verification Rules**

Failure to comply with any ID Verification Rule adversely affects Mastercard and ID Verification and undermines the integrity of Mastercard and ID Verification. Accordingly, a Participant that fails to comply or, in the case of a Relying Party Channel Partner, cause its Affiliate Relying Parties to comply

with an ID Verification Rule is subject to discipline, including assessments (“**noncompliance assessments**”).

In lieu of, or in addition to, the imposition of a noncompliance assessment, Mastercard, in its discretion, may require a Participant to take or refrain from taking particular ID Verification activity and Mastercard itself may take such action as Mastercard deems necessary or appropriate to ensure compliance with the ID Verification Rules and safeguard the integrity of Mastercard and ID Verification. In the exercise of such discretion, Mastercard may consider the nature, wilfulness, number and frequency of occurrences and possible consequences resulting from a failure to comply with any ID Verification Rule. Mastercard may provide notice and limited time to cure such noncompliance before imposing a noncompliance assessment.

Mastercard reserves the right to limit, suspend or terminate a Participant’s participation and/or ID Verification Agreement or to amend the rights, obligations, or both of the Participant, whether in a manner set forth in the ID Verification Agreement or otherwise, if that Participant does not comply with any ID Verification Rules or with any decision of Mastercard with regard to the interpretation and enforcement of any ID Verification Rule.

## 2.5.2 Certification

Mastercard has the right to request that a senior executive officer of the Participant, on at least an annual basis, promptly certify to Mastercard: (a) the status of compliance or noncompliance with the ID Verification Rules by the Participant; (b) that Participant has implemented ID Verification in accordance with the Documentation; and (c) that Participant is using the then current version of ID Verification, as required by the Documentation.

## 2.6 Confidentiality

### 2.6.1 Confidential Information

“**Confidential Information**” means all information disclosed by Mastercard or a Participant (the “**Discloser**”) to Mastercard or a different Participant (the “**Recipient**”), including any Personal Data obtained through ID Verification, whether in writing, orally or in any other form which information is identified at time of disclosure by the Discloser to the Recipient as confidential or which should have reasonably been understood by Recipient to be confidential information (including, trade secrets and unpublished patent applications, and, for Mastercard information, the Mastercard Intellectual Property or any data and information contained therein), together with any documents prepared by Recipient that set forth, otherwise reflect, or, in whole or in part, are generated from such disclosed information. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, publicly known or available, (b) is or was known by Recipient at or before the time such information or material was received from Discloser, as evidenced by Recipient’s tangible (including written or electronic) records, (c) is furnished to Recipient by a third party that is not under an obligation of confidentiality to Discloser with respect to such information or material, or (d) is independently developed by Recipient or on behalf of Recipient without any use of Discloser’s Confidential Information.

### 2.6.2 Protection and Use

For the period during which Participant elects to participate in ID Verification and for a period of three (3) years thereafter, each Participant must take all reasonable measures to protect the confidentiality

of the other Participants' and Mastercard's Confidential Information in a manner that is at least as protective as the measures it uses to maintain the confidentiality of its own Confidential Information, but not less than a reasonable standard. Each Recipient must hold the other Participants' or Mastercard's Confidential Information in strict confidence and must not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purpose other than as necessary to fulfill its obligations or exercise its rights under these ID Verification Rules and the Documentation. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information (a) to employees, consultants and subcontractors that have a need to know such information, provided that Recipient must advise each such employee and consultant of their obligations to keep such information confidential, and (b) to the extent that Recipient is legally compelled to disclose such Confidential Information pursuant to subpoena or the order of any governmental authority; provided that, where possible and permitted by applicable law, Recipient must give advance notice of such compelled disclosure to Discloser, and must cooperate with Discloser in connection with efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information.

### **2.6.3 Return of Confidential Information**

Except as otherwise provided in the Documentation, upon termination or expiration of the ID Verification Agreement between Mastercard and Participant, or such earlier time as Discloser requests, Recipient must return to Discloser, or, at Discloser's request, securely destroy all Confidential Information in Recipient's possession. Notwithstanding the foregoing, Recipient is not obligated to destroy Confidential Information (a) commingled with other information of the Recipient if it would be a substantial administrative burden to excise such Confidential Information, (b) contained in an archived computer system backup made in accordance with Recipient's security or disaster recovery procedures, or (c) required to be retained pursuant to applicable law, regulatory requirements or post-termination obligations as stated in the Documentation, provided in each case that such Confidential Information remains subject to the obligations of confidentiality in this Rule until the destruction of such Confidential Information.

## **2.7 Ownership and Restrictions on Use**

### **2.7.1 ID Verification Ownership**

Mastercard owns and retains all right, title, and interest in and to the Mastercard Intellectual Property and any and all Intellectual Property Rights therein. A Participant agrees to and must execute Documentation as Mastercard deems necessary or appropriate to document and memorialize the assignment to Mastercard (or to any person designated) of such rights in any Mastercard Intellectual Property created by or for the Participant or of any such rights in any Mastercard Intellectual Property that would otherwise arise or vest in the Participant as part of its use of or participation in ID Verification. No rights are granted to a Participant or to any third party in the Mastercard Intellectual Property or the Mastercard Intellectual Property Rights except as set forth herein.

### **2.7.2 Participant Ownership; License to Participant Branding; Identification as a Participant**

The Participant owns and retains all right, title, and interest in and to the Participant Intellectual Property and any and all Intellectual Property Rights therein. The Participant hereby grants to Mastercard a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free,

worldwide license to make, use, sell, offer to sell, import, reproduce, display, publicly perform, distribute, access, and otherwise exploit the Participant Intellectual Property solely (i) for the period during which that Participant elects to participate in ID Verification and (ii) as Mastercard deems necessary or appropriate to facilitate the provision of ID Verification for that Participant. No rights are granted to Mastercard or any third party in the Participant Intellectual Property except as set forth herein. The Participant grants Mastercard a non-exclusive, sub-licensable right to use, display, distribute and reproduce Participant branding for the period during which the Participant elects to participate in ID Verification, as reasonably required for Mastercard to market the Participant's involvement in ID Verification, perform its obligations, and exercise its rights under these ID Verification Rules.

A Participant may truthfully identify itself as a participant in ID Verification; provided that no license to use a Mastercard Mark is granted.

### **2.7.3 Restriction on the Use of Intellectual Property**

Participant must not use any other Participant's or Mastercard's Intellectual Property except as expressly authorized by Mastercard in the Participant's ID Verification Agreement, these ID Verification Rules and the Documentation. Other than the explicit rights set forth herein, nothing in these ID Verification Rules are construed as granting to a Participant any right or license, including any right of ownership or any other proprietary right, in or to any other Participant's Intellectual Property or any portion thereof, or any other software or technology of any other Participant or such other Participant's licensors, or any Intellectual Property Rights embodied within or protecting any of the foregoing. Each Participant must not, and must not instruct, permit, allow, or induce its agents or representatives to (a) reverse engineer, decompile, or disassemble the other Participants' or Mastercard's Intellectual Property, or otherwise attempt to obtain, directly or indirectly, source code for another Participant's or Mastercard's Intellectual Property, or attempt to discover any underlying proprietary methods or algorithms of another Participant's or Mastercard's Intellectual Property; (b) sell, lease, sublicense, copy, market, or distribute another Participant's or Mastercard's Intellectual Property, except as explicitly permitted hereunder; (c) modify, translate, or create derivative works of another Participant's or Mastercard's Intellectual Property, except as may be explicitly permitted hereunder; (d) remove or destroy any proprietary, trademark, ownership or copyright markings contained within another Participant's or Mastercard's Intellectual Property; or (e) challenge the validity or the ownership of Mastercard's Intellectual Property or Mastercard's Intellectual Property Rights (including a challenge to the validity or the ownership of any Mastercard patent or Mastercard Mark).

## **2.8 Examination and Audit**

Mastercard reserves the right to conduct an examination or audit of any Participant and Participant information to ensure full compliance with the ID Verification Agreement, the ID Verification Rules and the Documentation. Any such examination or audit is at the expense of the Participant, and a complete, unedited copy of the examination or audit results must be provided promptly to Mastercard upon request.

A Participant may not engage in any conduct that could or would impair the completeness, accuracy or objectivity of any aspect of such an examination or audit and may not engage in any conduct that could or would influence or undermine the independence, reliability or integrity of the examination or audit. A Participant must cooperate promptly in and with the examination or audit and must consent to unimpeded disclosure of information to Mastercard by the auditor.

## 2.9 Representations and Warranties

### 2.9.1 General

Both Mastercard and Participant represent and warrant that (a) they are duly organized, validly existing, and in good standing under the laws of the jurisdiction of their respective incorporation; (b) they each have the full right and power to enter into an ID Verification Agreement for ID Verification and perform their respective obligations under these ID Verification Rules and Documentation; and (c) the execution and delivery of the Participant's ID Verification Agreement and any related Documentation associated with these ID Verification Rules and the performance of its obligations under these ID Verification Rules must not violate or conflict with any other agreement to which it is a party.

### 2.9.2 Disclaimer of Warranties

Any information provided by Mastercard in connection with ID Verification may contain certain errors, omissions or inaccuracies. Mastercard has no responsibility for any errors, omissions, or inaccuracies in such underlying data or in the verified identity attribute(s).

EXCEPT AS EXPRESSLY STATED IN THESE ID VERIFICATION RULES, ALL ID VERIFICATION INTELLECTUAL PROPERTY, IS PROVIDED OR MADE AVAILABLE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, MASTERCARD AND ITS AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE ID VERIFICATION INTELLECTUAL PROPERTY, OR THE USE OF OR ABILITY TO USE ANY OF THE FOREGOING, INCLUDING: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OR TITLE, OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE; OR (B) THAT ANY OF THE ID VERIFICATION INTELLECTUAL PROPERTY MUST MEET THE PARTICIPANT'S REQUIREMENTS, MUST ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, FREE OF BUGS OR VIRUSES OR OTHER DEFECTS, OPERATE WITHOUT ERROR, OR MUST CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY.

### 2.9.3 Reporting Requirements

A Participant must complete and timely deliver to Mastercard all reporting required by applicable ID Verification Rules and Documentation in the manner and at such time(s) as Mastercard may require, including reporting of instances of fraud or suspected fraud and perceived system errors. A Participant must provide such information pertaining to Participant's use of ID Verification as set forth in Documentation and as Mastercard may require at any time.

## 2.10 Termination

The ID Verification Agreement may be terminated in either of two ways: voluntary termination, or termination by Mastercard.

### 2.10.1 Voluntary Termination

A Participant may voluntarily terminate its ID Verification Agreement and use of ID Verification by providing written notice to Mastercard and submitting any Documentation as then required by Mastercard. Such notice must be provided at least one hundred twenty (120) days prior to the effective date of the termination.

When the ID Verification Agreement is terminated, the Participant must, at Mastercard's discretion, either promptly wind down or cease all ID Verification activity in a manner that safeguards the reputation of Mastercard and provide adequate advance notice to End Users.

## 2.10.2 Termination by Mastercard

Mastercard, in its discretion, may terminate a Participant's ID Verification Agreement, as the case may be, and right to participate in ID Verification effective immediately and without prior notice, if:

- a) Subject to any wind down period, upon thirty (30) days' notice, or such notice period as otherwise stated in the Documentation, a Participant has breached a material obligation, representation, or warranty as stated in the Documentation, and fails to cure such breach within the cure period as stated in the Documentation or, if no such period is specified therein, within thirty (30) days of receiving notice of such breach;
- b) The Participant takes the required action by vote of its directors, stockholders, members, or other persons with the legal power to do so, or otherwise acts, to cease operations and to wind up the business of the Participant, such termination to be effective upon the date of the vote or other action; or
- c) The Participant becomes insolvent, makes an assignment for the benefit of creditors, or seeks the protection, by the filing of a petition or otherwise, of any bankruptcy or similar statute governing creditors' rights generally; or
- d) The government or the governmental regulatory authority having jurisdiction over the Participant serves a notice of intention to suspend or revoke, or suspends or revokes, the operations, the charter or other authority of the Participant; or
- e) A liquidating agent, conservator, or receiver is appointed for the Participant, or the Participant is placed in liquidation by any appropriate governmental, regulatory, or judicial authority; or
- f) The Participant's right to use the, or engage in, ID Verification activity, as the case may be, is suspended by Mastercard due to the Participant's failure to pass Mastercard's sanction screening, or (iii) a Participant's failure to comply with applicable law or regulation; or
- g) The Participant (i) directly or indirectly engages in or facilitates any action or ID Verification activity or use of ID Verification activity, as the case may be, that is illegal, or that, in the reasonable opinion of Mastercard, and whether or not addressed elsewhere in the ID Verification Rules, has damaged or threatens to damage the goodwill or reputation of Mastercard; or (ii) makes or continues an association with a person or entity which association, in the reasonable opinion of Mastercard, has damaged or threatens to damage the goodwill or reputation of Mastercard; or
- h) The Participant (i) provides to Mastercard inaccurate material information or fails to disclose responsive material information to Mastercard or (ii) at any other time, in connection with its Participation, use of ID Verification or ID Verification activity, as the case may be, fails to timely provide to Mastercard information requested by Mastercard and that the Participant is required to provide pursuant to the terms of the ID Verification Agreement and/or the ID Verification Rules; or
- i) The Participant fails at any time to satisfy any of the Participant requirements set forth in the ID Verification Agreement, as the case may be and/or applicable Rules and Documentation;
- j) Mastercard has reason to believe that the Participant is, or is a front for, or is assisting in the concealment of, a person or entity that engages in, attempts or threatens to engage in, or facilitates terrorist activity, narcotics trafficking, trafficking in persons, activity related to the

proliferation of weapons of mass destruction, activity that violates or threatens to violate human rights or principles of national sovereignty, or money laundering to conceal any such activity. In this regard, and although not dispositive, Mastercard may consider the appearance of the Participant, its owner or a related person or entity on a United Nations or domestic or foreign governmental sanction list that identifies persons or entities believed to engage in such illicit activity; or

k) As provided in Rule 2.11.3 (Confirmation of Provided Information).

### **2.10.3 Confirmation of Provided Information**

Mastercard, at any time and by written notice, may require a Participant to confirm the completeness and accuracy of information provided by the Participant to Mastercard pursuant to the ID Verification Agreement, the ID Verification Rules or the Documentation.

Within fifteen (15) calendar days of the date of such a notice, the Participant must demonstrate to the satisfaction of Mastercard that either: (a) the information provided was accurate; or (b) with respect to any inaccurate information, such inaccurate information was provided to Mastercard inadvertently or with a reasonable belief as to its truth and provide information sufficient to correct such inaccuracy. Without limiting any Mastercard right of immediate termination set forth in this Rule 2.11.3, Mastercard may terminate a Participant's ID Verification participation and/or the ID Verification Agreement without further notice should Mastercard determine that the Participant has failed to make a sufficient showing under (a) or (b) above, that any Participant representation or demonstration under (a) or (b) above was false, or should the Relying Party otherwise fail to comply with the obligations set forth in this Rule.

### **2.10.4 Rights, Liabilities, and Obligations of a Terminated Participant**

All of the following apply with respect to a terminated Participant unless otherwise mutually agreed by Mastercard and Participant in writing:

- a) Effective the date of termination, and unless otherwise expressly permitted by Mastercard, use ID Verification activity or otherwise engage or participate in any ID Verification activity.
- b) A terminated Participant is not entitled to any refund of dues, fees, assessments, or other payments and remains liable for, and must promptly pay to Mastercard (i) any and all applicable assessments or other charges as provided in the ID Verification Agreement, as the case may be, the ID Verification Rules and the Documentation and (ii) all other charges, debts, liabilities, and other amounts arising or owed in connection with the Participant's use of ID Verification, whether arising, due, accrued, or owing before or after termination.
- c) If a terminated Participant does not take a required action, Mastercard may take any such required action without prior notice to the terminated Participant and on behalf of and at the expense of the Participant.
- d) A terminated Participant has a continuing obligation to promptly provide to Mastercard, upon request by Mastercard, Participant Reports and such information pertaining to the Participant's use of ID Verification as Mastercard may request.
- e) A terminated Participant must, at the option of Mastercard, promptly either destroy, or take such actions as Mastercard may require regarding, all Confidential Information of Mastercard and Confidential Information of any other Participant in any form held by the terminated Participant.
- f) Mastercard may authorize a terminated Participant to continue using ID Verification for

purposes of the orderly winding down or transfer of the terminated Participant's business. Such continuation of the ID Verification Agreement is subject to such terms and conditions as may be required by Mastercard.

- g) For a Relying Party Channel Partner, such Relying Party Channel Partner must notify its Affiliate Relying Parties of such termination and cause each of its Affiliate Relying Parties to take the actions required of a terminated Participant under this Rule, as applicable, unless and to the extent that any such Affiliate Relying Party becomes an Affiliate Relying Party of another Relying Party Channel Partner or becomes a Relying Party directly.

## 2.11 Indemnity and Limitation of Liability

### 2.11.1 Participant Indemnification Obligation

The Participant must indemnify, defend, and hold Mastercard, its affiliates, and its and their respective officers, directors, employees, agents, and representatives, harmless from and against any third party claim, and shall pay any losses, costs, liabilities, demands, damages, and expenses including reasonable attorneys' fees incurred as a result of any such third party claim, arising out of or relating to (except to the extent caused by Mastercard's breach of any of its obligations, representations, or warranties hereunder) (i) any actual or alleged infringement, violation, or misappropriation of any patent, trademark, or copyright to the extent based on any Participant Materials, Participant Intellectual Property, and/or any equipment, processes, and other resources used by the Participant in connection with the Mastercard Intellectual Property (other than any technology, equipment, processes, and other resources provided by Mastercard); or (ii) the Participant's (x) material breach of any of its obligations, representations, and warranties hereunder; or (y) gross negligence or willful misconduct in the performance of its obligations under these ID Verification Rules.

### 2.11.2 Limitation of Liability

Mastercard does not represent or warrant that ID Verification or any system, process or activity administered, operated, controlled or provided by or on behalf of Mastercard (collectively, for purposes of this section, the "**Systems**") is free of defect and/or mistake and, unless otherwise specifically stated in these ID Verification Rules or Documentation or in a writing executed by and between Mastercard and a Participant, the Systems are provided on an "as-is" basis and without any express or implied warranty of any type, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose or non-infringement of third party intellectual property rights. IN NO EVENT WILL MASTERCARD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF PROFITS, OR ANY OTHER COST OR EXPENSE INCURRED BY A PARTICIPANT OR ANY THIRD PARTY ARISING FROM OR RELATED TO USE OR RECEIPT OF THE SYSTEMS, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, AND EVEN IF THE PARTICIPANT OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTICIPANT ASSUMES THE ENTIRE RISK OF USE OR RECEIPT OF THE SYSTEMS.

The total liability, in aggregate, of Mastercard to a Participant and anyone claiming by or through the Participant, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Systems shall not exceed the lesser of Two Hundred Fifty Thousand Dollars (\$250,000) or the net fees paid or payable for ID Verification by the Participant under the

Documentation during the twelve (12) month period immediately preceding the event giving rise to liability. Mastercard will have no liability for any inaccuracy, incompleteness or other error related to (a) any inquiry or other information or (b) data provided to Mastercard by another party, including an IVP. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising; to the fullest extent permitted by law; unless otherwise prohibited by law; and notwithstanding any other provision of the ID Verification Rules or Documentation.

## 2.12 Integrity of Program and Brand

Participant must not use ID Verification, and must not facilitate any person's use of ID Verification, in any manner that adversely affects ID Verification or that in any manner could damage, disable, overburden, threaten the security of or impair any of Mastercard's proprietary technology (including servers or networks). Participant will not directly or indirectly engage in or facilitate any action that is illegal, or that, in the opinion of Mastercard (whether or not addressed elsewhere in the Documentation), damages or may damage the goodwill or reputation of Mastercard.

## 2.13 Acceptance of Use

Participant will use ID Verification, and Relying Party Channel Partner will cause its Affiliate Relying Parties to use ID Verification, exclusively for authorized and legal purposes, consistent with all applicable laws and regulations.

Participant will, and Relying Party Channel Partner will cause its Affiliate Relying Parties to, (a) not interfere with or disrupt networks connected to ID Verification; (b) not interfere with another entity's use and enjoyment of similar services; (c) not monitor the availability, performance or functionality of ID Verification or for any other benchmarking or competitive purposes; (d) not copy any ideas, features, functions or graphics of ID Verification; (e) comply with all regulations, policies and procedures of systems and pathways connected to ID Verification; (f) except as provided in the Documentation, not license, sublicense, sell, resell, rent, transfer, assign, distribute or otherwise commercially exploit or make available to any third party ID Verification in any way; or (g) not create external internet links to ID Verification or frame or mirror Program on any other server or wireless or internet-based device.

## 2.14 Use of APIs

Mastercard grants to a Participant, a non-exclusive, non-transferable, limited, "as-is", revocable license to use the ID Verification APIs (the "**ID Verification APIs**") made available by Mastercard including sample code, build files, tools, software development kits and the ID Verification APIs specifications solely for the purpose of transmitting data to and receiving data from ID Verification. A Participant must receive Mastercard's prior written consent prior to sublicensing any such rights to any of the Participant's third party software developers.

A Participant must not, and must ensure any permitted third party (which includes any Affiliate Relying Parties) to which it sublicenses ID Verification APIs does not: (a) distribute, publish, reverse engineer, disassemble, reconstruct, or assist the ID Verification APIs or any of the ID Verification APIs specifications; (b) gain access to or use Mastercard's services or systems, other than as permitted hereunder, or damage, disrupt, or impede the operation of Mastercard's services or systems; (c) circumvent or modify any Mastercard used security mechanism; or (d) transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature. Except as expressly set forth in

this Rule, Mastercard does not grant to a Participant or any Participant third party any right, title or interest in or to the ID Verification APIs or any of the ID Verification APIs specifications.

A Participant must not use the ID Verification APIs or any of the ID Verification APIs specifications except as expressly authorized in these ID Verification Rules. Other than the explicit rights granted in these ID Verification Rules, nothing in these ID Verification Rules must be construed or interpreted as granting to a Participant any rights or licenses, including any rights or ownership or any other proprietary rights, in or to the ID Verification APIs or any of the ID Verification APIs specifications or any portion thereof, or any Intellectual Property Rights embodied within any of the foregoing. A Participant's use of the ID Verification APIs must comply with the then-current version of the ID Verification APIs specifications regarding such ID Verification APIs and satisfy any testing and certification or recertification requirements that may be imposed by Mastercard from time to time. Mastercard will provide reasonable notice of any new or modified features or functionality of the ID Verification APIs or modifications to the ID Verification APIs specifications prior to the release of those features in the live production environment. A Participant will receive no less than 3 months' notice to implement any necessary system changes required by the change to the ID Verification APIs or ID Verification APIs specifications. Mastercard reserves the right to shorten such period if the change was required to correct a specific security issue or otherwise was an emergency update.

## **2.15 Miscellaneous**

### **2.15.1 Assignment**

Participant may not assign or transfer its rights or obligations granted under these ID Verification Rules and Documentation, by operation of law, contract, or otherwise, without Mastercard's prior written consent, which must not be unreasonably withheld; provided, however, that Mastercard may, without the consent of the Participant, delegate any obligations under these ID Verification Rules or assign its obligations under these ID Verification Rules in whole or in part to an affiliate capable of performing Mastercard's obligations hereunder. These ID Verification Rules are binding upon and inure to the benefit of the successors and permitted assigns of Participant.

### **2.15.2 Governing Law, Venue**

These ID Verification Rules are governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. Participant irrevocably consents to the exclusive jurisdiction of the courts in Westchester County of the State of New York and the federal courts situated in the Southern District of New York, in connection with all proceedings related to these ID Verification Rules.

### **2.15.3 Publicity**

Participant must not issue any news release, blog, media outreach, public announcement, advertisement, or any other form of publicity or other communication in connection with ID Verification, Mastercard, or any Documentation without first obtaining the prior written consent of Mastercard.

### **2.15.4 Entire Agreement**

The Participant's ID Verification Agreement, these ID Verification Rules and the applicable Documentation constitute the entire agreement between the Participant and Mastercard with respect to the subject matter set forth in these ID Verification Rules. Notwithstanding the foregoing,

it is expressly agreed that these ID Verification Rules do not and are not intended to terminate, alter, or amend any rights or any obligations from any other existing agreements between the Participants hereto that are still in effect as of the initial publication date of these ID Verification Rules and until the earlier of (a) the termination of those existing agreements in accordance with their terms; or (b) the Participant's mutual, written agreement.

### **2.15.5 Third Party Beneficiaries**

Nothing in these ID Verification Rules is intended to confer any rights or remedies on or to any entity other than the Participants and their permitted successors and assigns. Without limiting the foregoing, no third party is a beneficiary of these ID Verification Rules. For the avoidance of doubt, an End User is neither a Participant nor a third party beneficiary under these ID Verification Rules.

### **2.15.6 Severability**

In the event that any provision of these ID Verification Rules conflicts with the law under which the applicable Documentation is to be construed or is held invalid by a court with jurisdiction over Mastercard and Participant, (a) such provision are deemed to be restated to reflect as nearly as possible the original intentions of Mastercard and Participant in accordance with applicable law; and (b) the remaining provisions of these ID Verification Rules must remain in full force and effect.

### **2.15.7 Force Majeure**

Neither Mastercard nor Participant is liable for loss or damage, or for any delay, or failure to perform its obligations under these ID Verification Rules and/or the Documentation, to the extent such loss, damage, delay, or failure is caused by any act of God, natural disaster, fire, strike, embargo, war, threat of terrorism, insurrection, riot, denial of service attack, diseases, pandemics, or epidemics or other cause or circumstance beyond the reasonable control of either Mastercard or Participant; provided, however, that the foregoing does not excuse any failure by Mastercard or Participant to take reasonable action to minimize the scope, extent, duration, and adverse effect of any such event.

### **2.15.8 Compliance with Laws**

Mastercard and Participant must each fulfill their obligations as stated in these ID Verification Rules in accordance with all applicable laws and regulations, including, the Foreign Corrupt Practices Act, the U.K. Bribery Act, and all other applicable anti-corruption and anti-bribery laws. In the event of a conflict between applicable law and these ID Verification Rules and any Documentation, applicable law takes precedence over these ID Verification Rules and any Documentation.

In connection with a Participant's use of ID Verification and any cross-border transfer of any data, the Participant must comply with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, and the Participant must not export or re-export ID Verification. The Participant must not use ID Verification or engage in any activity related to these ID Verification Rules with a Person who is identified on the lists of specially designated nationals or blocked parties maintained by the U.S. Treasury Department's Office of Foreign Assets Control, or other relevant jurisdiction. Such list is currently accessible at: <http://www.treasury.gov/ofac>.

### **2.15.9 Waiver**

The failure of either Mastercard or Participant to insist upon or enforce strict performance by the other of any provision of these ID Verification Rules, or to exercise any right under these ID Verification Rules, will not be construed as a waiver or relinquishment to any extent of Mastercard's

or Participant's right to assert or rely upon any such provision or right in that or any other instance; rather, the same remains in full force and effect.

#### **2.15.10 Amendment**

Mastercard has the exclusive authority to modify the ID Verification Rules. Changes to the ID Verification Rules or Documentation will be shared by Mastercard with Participant for feedback at least thirty (30) days in advance of a change, unless a change is required by applicable law or regulation or impacts the overall brand, security, technical, operational or similar stability and integrity of ID Verification. Mastercard will consider any feedback received from Participant in its discretion.

#### **2.15.11 Cumulative Remedies**

Except where otherwise specified, the rights and remedies granted to Participant and Mastercard, respectively, subject to these ID Verification Rules in connection with Mastercard's and Participant's execution of the ID Verification Agreement or the date on which the ID Verification Rules otherwise become applicable to Participant are cumulative and in addition to, and not in lieu of, any other rights or remedies which either Mastercard or Participant may possess at law or in equity.

#### **2.15.12 Notices**

All notices delivered under these ID Verification Rules must be in writing and are deemed to be given (a) when actually received if delivered personally; (b) on the next business day if delivered by email; (c) two (2) days after the date deposited with the U.S. Postal Service or postal service in the country where the Participant is based; and (d) one (1) day after the date delivered to a reputable next-day courier service. Notices must be addressed to the Participant or Mastercard, as applicable, with a copy to Participant's and Mastercard's respective General Counsel.

#### **2.15.13 Order of Precedence; Conflict**

In the event of an express conflict between and among provisions of the ID Verification Agreement, these ID Verification Rules and the Documentation, the following order of precedence applies, in descending order: (a) the ID Verification Agreement; (b) the Documentation provided in whole or in part on or after the initial publication of these ID Verification Rules; and (c) these ID Verification Rules.

Rule 3.4 (including all annexes or decisions referenced or incorporated in Rule 3.4) of these ID Verification Rules prevails over any conflicting terms of the ID Verification Agreement that apply to Processing of Personal Data, but solely to the extent of the conflict and without otherwise modifying the ID Verification Agreement. In the event of inconsistency between requirements in Rule 3.4 of these ID Verification Rules: (i) Rule 3.4.8 and the requirements of EU Data Protection Law prevail if the Personal Data Processing is subject to EU Data Protection Law; and (ii) otherwise, the requirements of the higher or more onerous standard prevail.

#### **2.15.14 Interpretation**

Except as otherwise expressly provided herein, the following rules apply: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender include the feminine gender (and vice versa); (c) "include," "includes" and "including" are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions,

modifications, amendments and restatements of such agreement, instrument, document, law or regulation; (e) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import, unless the context clearly indicates to the contrary, refer to the whole of these ID Verification Rules and not to any particular chapter, subsection or clause hereof; and (f) the headings, captions, headers, footers and version numbers contained in these ID Verification Rules are inserted for convenience only and do not affect the meaning or interpretation of these ID Verification Rules.

## 3 Identity Verification Provider Guidelines

### 3.1 Introduction

An Identity Verification Provider (“**IVP**”) is an entity, or agency of an entity, that is a credible, authoritative source or provider of End User identity or identity attributes that provides verification of the End User’s identity or identity attributes when requested by ID Verification.

In some cases the entity is a direct issuer of identity credentials to an End User that become attributes identifying that End User to Participants, such as an issuer of (a) a government identification, license or other document to an End User, or is an agency of the government that issued the credential; (b) a non-government identification, license or other document to an End User (e.g., a medical license, or student ID), or is an agency of the issuing entity; or (c) another identity attribute (e.g., a mobile telephone number).

In other cases the entity serves as a gateway to one or more sources of identity, and can verify End User identity or identity attributes through those connections.

Each Identity Verification Provider will be party to an IVP Agreement, executed by both the IVP and Mastercard.

### 3.2 Eligibility to Be an Identity Verification Provider

The role of an IVP is to assist ID Verification by verifying an End User’s identity and/or identity attribute(s). All IVPs will be reviewed and approved by Mastercard to be IVPs. In evaluating whether to enter into an IVP Agreement with a prospective IVP, Mastercard will consider such factors as Mastercard deems appropriate from time to time, including, by way of example and not limitation, the prospective IVP’s compliance with applicable law and the potential for reputational impact to Mastercard and ID Verification.

### 3.3 IVP Responsibilities

An IVP is responsible for and controls all activity relating to or arising from its participation in ID Verification, as set forth in the IVP Agreement.

On an ongoing basis, IVP must:

- a) Comply with applicable law and regulation;
- b) Be responsible for any ID Verification activity undertaken by any of its employees, agents, subcontractors or affiliates;
- c) Verify, but not retain, the End User data provided by ID Verification; and
- d) Undergo sanctions screening as a condition precedent of participating in ID Verification and on an ongoing basis.

## 4 Definitions

Any capitalized term not defined in this Definitions Chapter have the meaning set forth within the body of the ID Verification Rules and/or the Documentation, each as defined below and as applicable. For the avoidance of doubt, the Definitions in this Chapter are solely applicable to use of ID Verification.

### **Affiliate Relying Party**

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An entity that indirectly accesses or otherwise uses or receives information from ID Verification as a relying party through a Relying Party Channel Partner. An Affiliate Relying Party may not be a Relying Party Channel Partner.

### **Controller**

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The entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data.

### **Data Subject**

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An individual whose Personal Data are Processed (as that term is defined below) by ID Verification.

### **Data Subject Rights**

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Data Subjects' rights under applicable Privacy, Data Protection, and Information Security Requirements, which may include rights to information, access, rectification, erasure, restriction, portability, objection, the right to withdraw consent and the right not to be subject to automated individual decision-making.

### **Documentation**

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Rules, requirements, guidelines, program guides, implementation guides, manuals, pricing guides, ID Verification Agreements, release notes, reference guides, specifications or other documents relating to ID Verification (as defined below) provided or made available by Mastercard to Participant.

### **End User**

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An individual who is interacting with a Relying Party or an Affiliate Relying Party, as the case may be, where verification of their identity and/or identity attributes is needed in connection with obtaining access to or use of the Relying Party's or an Affiliate Relying Party's, as the case may be, goods or services.

### **Europe**

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The EEA, Switzerland, Monaco and the United Kingdom;

### **EU Data Protection Law**

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The EU General Data Protection Regulation 2016/679 (as amended and replaced from time to time) ("GDPR") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislations; the Swiss Federal Data Protection Act; the Monaco Data Protection Act; the UK Data Protection Act; and the Data Protection Acts of the European Economic Area ("EEA") countries (all as amended and replaced from time to time).

## **Fees**

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The amounts paid by Participant to Mastercard for use of ID Verification as set forth in the applicable Documentation.

## **ID Verification**

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The service, functionality, and technology provided by Mastercard to enable use of ID Verification to verify and transmit identity data.

## **ID Verification Agreement**

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The agreement executed by both Participant and Mastercard, licensing Participant to Participate in ID Verification and incorporating by reference the ID Verification Rules and Documentation.

## **ID Verification APIs**

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Application programming interfaces which enable other applications, including those of the Participant or any Affiliate Relying Party, to connect to the ID Verification system during verification and the exchange of identity data.

## **ID Verification Implementation Guide**

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The document that sets forth the manner and method of integration with ID Verification for Participants.

## **ID Verification Rules or Rules**

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The content of these ID Verification Rules and any cross-referenced Documentation, as may be amended from time to time.

## **Identity Verification Provider or IVP**

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A credible and authoritative source of or provider of End User identity or identity attributes that provides verification of the End User's identity or identity attributes when requested by ID Verification for a particular purpose.

## **Intellectual Property**

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Participant Intellectual Property or Mastercard Intellectual Property, as applicable.

## **Intellectual Property Rights**

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Any and all now or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including copyrights or works of copyright, moral rights, and mask-works; (b) Marks and similar rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated (including domain names, logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof currently or hereafter in force (including any derivative rights in any of the foregoing).

## **IVP Agreement**

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An Agreement executed by both IVP and Mastercard, authorizing the IVP to become a provider in ID Verification.

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## **Look and Feel**

The elements of graphics, design, organization, presentation, layout, user interface, navigation, trade dress, and stylistic convention (including the digital implementations thereof) developed by a Participant or its service providers and unique to a Participant.

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## **Marks**

The names, logos, sounds, visual depictions, haptics, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols, and marks that Mastercard owns, manages, licenses, or otherwise controls and makes available for use by Participants and other authorized entities in accordance with a License. A "Mark" means any one of the Marks.

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## **Mastercard Binding Corporate Rules or Mastercard BCRs**

The Mastercard Binding Corporate Rules as approved by the EEA data protection authorities and available at <https://www.mastercard.us/content/dam/mccom/en-us/documents/mastercard-bcrs-february-2017.pdf>.

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## **Mastercard**

This platform includes Mastercard International Incorporated, and its subsidiaries and affiliates. Solely with respect to matters subject to the EU Data Protection Law, Mastercard means Mastercard Europe SA, having its principal place of business at Chaussée de Tervuren 198A, 1410 Waterloo, Belgium. As used herein, Mastercard also means the President and Chief Executive Officer of Mastercard International Incorporated, or his or her designee, or such officers or other employees responsible for the administration and/or management of a program, service, product, system or other function. Unless otherwise set forth in these ID Verification Rules, and subject to any restriction imposed by law or regulation, or by the Board of Directors of Mastercard International Incorporated, or by the Mastercard International Incorporated Certificate of Incorporation or the Mastercard Incorporated Certificate of Incorporation (as each such Certificate of Incorporation may be amended from time to time), each such person is authorized to act on behalf of Mastercard and to so act in his or her sole discretion.

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## **Mastercard Intellectual Property**

(a) ID Verification (excluding any Participant Materials, Participant Marks, or Personal Data embedded therein), and any and all software, websites, programs, and other applications provided or made available by Mastercard in connection with any of the foregoing, and the user experience and Look and Feel of any of the foregoing; (b) all Documentation, computer software, processes, procedures, systems, sales materials, technical materials, checklists, and any other Documentation issued or made available by Mastercard; (c) the Mastercard Marks and material in which the Mastercard Intellectual Property Rights subsist; and (d) any and all improvements, enhancements, modifications, alterations, or derivative works of or to any of the items mentioned in (a), (b), and (c) herein.

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## **Participant**

A Relying Party and/or Relying Party Chanel Partner, as the case may be.

## **Participant Intellectual Property**

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(a) a Participant's computer software, websites, programs, Documentation, manuals, processes, procedures, systems, and sales materials; (b) Participant Marks; and (c) any and all improvements, enhancements, modifications, alterations, or derivative works of or to any of the items mentioned in (a) and (b) herein.

## **Participant Marks**

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The names, logos, sounds, visual depictions, haptics, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols, and marks that Participant owns, manages, licenses, or otherwise controls.

## **Participant Materials**

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Any data, files, materials or information (if any) provided by the Participant to Mastercard or a Mastercard supplier in connection with ID Verification.

## **Participation**

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The right to participate in ID Verification granted to a Participant by Mastercard.

## **Person**

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Any individual, partnership, joint venture, Mastercard, company, bank, trust, unincorporated organization, government, or any department, agency, or instrumentality thereof.

## **Personal Data**

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Any Personal Data, as such term is defined in the GDPR, and any other information if such information is defined as "personal data", "personally identifiable information", "non-public personal information," "individually identifiable health information", "personal information" or similar notion under any applicable law.

## **Personal Data Breach**

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Any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, or other interference with Personal Data transmitted, stored or otherwise Processed.

## **Privacy, Data Protection, and Information Security Requirements**

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All applicable laws, rules, regulations, directives, and governmental requirements relating in any way to the privacy, confidentiality, security and protection of Personal Data, including, (a) EU Data Protection Law, and any substantially similar or equivalent local legislation, including the recommendations and deliberations of the relevant privacy commissioners and other privacy, personal information protection and data protection authorities; (b) applicable laws regulating email communications; (c) applicable laws relating to security breach notifications; (d) applicable laws imposing minimum security requirements; (e) applicable laws requiring the secure disposal of records containing certain Personal Data; (f) applicable laws regulating banking secrecy and outsourcing requirements; (g) applicable laws regulating international data transfers and/or on-soil requirements; (h) applicable laws regulating incident reporting and data breach notification requirements, including guidelines and recommendations from the competent regulators; (i) applicable laws relating to the retention of Personal Data; (j) other similar applicable laws; (k) to the

extent applicable, the Payment Card Industry Data Security Rule; and (l) all provisions of a party's written information security policies, procedures, and guidelines, each to the extent applicable.

### **Processing**

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Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### **Processor**

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The entity which Processes Personal Data on behalf of a Controller.

### **Relying Party**

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A Relying Party or other entity in its capacity as a Relying Party in ID Verification that has been approved for Participation under one or more Relying Party types by Mastercard.

### **Relying Party Channel Partner**

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A Relying Party Channel Partner or other entity in its capacity as a Relying Party Channel Partner in ID Verification that has been approved for Participation under one or more Relying Party Channel Partner types by Mastercard.

### **Sensitive Data**

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Any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic data; biometric identifiers and other biometric data; any social security number, passport number or other government identifier; credit scoring information; credit reports; investigative consumer reports; data concerning health; data concerning a natural person's sex life or sexual orientation; or data relating to criminal convictions and offences or related security measures as well as any other data considered sensitive according to Privacy, Data Protection, and Information Security Requirements.

### **Sub-Processor**

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The entity engaged by the Processor or any further sub-contractor to Process Personal Data on behalf of and under the instructions of the Controller.