
General Rules for the Use of Video Identification

Validity: from 25. 10. 2023

1. GENERAL PROVISIONS

- 1.1. These General Rules for the Use of Video Identification (hereinafter referred to as the Terms") are adopted by ILIRIKA borzno posredniška hiša d.d., Ljubljana on the basis of Article 34 of the Prevention of Money Laundering and Terrorist Financing Act (Official Gazette of the Republic of Slovenia, No. 48/22 with amendments; hereinafter: the ZPPDFT-2) and the Rules on technical requirements for video-based electronic identification devices (Official Gazette of the Republic of Slovenia, No. 58/23)
- 1.2. The Terms set out the rights, obligations and conditions for establishing and verifying the identity of a client by means of video electronic identification, i.e. identification of a user by comparing data from his/her identity document and by capturing image and sound recordings, for the purpose of concluding a business relationship or using the Ilirika system (hereinafter referred to as "video identification" or "video identification service"), and regulate the relationship between the parties to the video identification, the company, the provider and the user of the video identification service.
- 1.3. In addition to the provisions of these Terms, the provisions of the applicable legislation and the General Terms and Conditions for the Use of the Ilirika Services shall be complied with.
- 1.4. The service includes the technology and process for the identification of a person via a video and audio link in both directions between the User and the video identification provider. Prior to the video identification itself, the user must enter the required data in an online form. During the process, the user must show the required valid identity documents as required by the process. The process shall capture a photograph of the user, images of both sides of the identity document and an audio recording of the conversation during the user identification process.
- 1.5. The video electronic identification service is available for citizens of the countries foreseen and allowed by the Ilirika system, from Monday to Friday from 8:00 to 20:00 and on Saturdays from 8:00 to 16:00.

2. DEFINITIONS

- 2.1. The provider of the video identification service is Telekom Slovenije d.d., which provides the video identification service for the Company. The service provider is a natural person (consultant) in the contact centre of Telekom Slovenije d.d. (hereinafter referred to as the "Provider").
- 2.2. The subcontractor of the video identification service is SETCEE d.o.o. (hereinafter referred to as the "Subcontractor").
- 2.3. The operator of the Ilirika system is ILIRIKA borzno posredniška hiša d.d., Ljubljana (hereinafter: the Company).
- 2.4. The Ilirika system is a system within the framework of which video identification is carried out for the purpose of online opening of a trading account.
- 2.5. The service user is the end user of the video identification service. A user is a natural person who identifies himself/herself through the video identification process for the purpose of using Ilirika system and who acts as an Investor or potential Investor (hereinafter referred to as the 'User' or 'Investor' or 'Client').

3. VIDEO IDENTIFICATION SERVICE

- 3.1. The video identification service constitutes a method of Client screening in accordance with Article 34 of the ZPPDFT-2 and includes a process for the identification and verification of the identity of a natural person without his/her personal presence by means of video electronic identification, provided that the conditions set out in Article 34 of the ZPPDFT-2 are met at the same time.
- 3.2. The Provider, in cooperation with a Subcontractor, shall, on the basis of these Terms and the General Terms and Conditions for the Use of the Ilirika Services provide the User with video identification by using the video identification service for the purpose of using the services of the Ilirika system.

- 3.3. The video identification service shall provide identification of persons using a real-time video and audio link over an Internet network, subject to due process. The result of the process shall be the data collected during the process and whether or not the identity of the person is confirmed. A detailed description of the video identification services is given in the section Description of the video identification process.
- 3.4. The video identification process shall be carried out by a consultant in the Provider's call centre and by the User. The process shall involve the taking of photographs of the person and his/her identity documents and the audio recording of the conversation. The captured data and the result of the identification shall be kept exclusively for the purpose of using the Ilirika system.
- 3.5. The Company shall allow Users - natural persons to use the Ilirika services by means of video identification, provided that the User gives his/her explicit consent to the performance of the entire process and that he/she specifically consents to the creation and storage of an audio recording of the entire process and to the creation and storage of screenshots of the Client's image and the image of his/her official identity document.
- 3.6. The video identification shall be possible only on the basis of an official identity document bearing a biometric photograph and the User must be resident in Member States or third countries which have effective systems in place for the prevention and detection of money laundering and terrorist financing.
- 3.7. In the event that a single transaction exceeds EUR 15,000 (whether carried out individually or in multiple transactions which are clearly linked), the Company shall be obliged to identify and verify the identity of the Investor by repeating the video identification process in accordance with the ZPPDFT-2. The Company shall do this in such a way that for each new transaction after video identification which amounts to or exceeds EUR 15 000, or which together with the previous transactions (deposits) made by the User within a period of 6 months would exceed EUR 15 000, the identity of the User shall be established and verified by repeating the video identification, until then, the User is not allowed to make such transaction
- 3.8. The video identification service may only be provided:
 - if the User is domiciled in the Member States of the European Union or in third countries which have effective systems in place for the prevention and detection of money laundering and terrorist financing, and if the User is not domiciled in the countries included in the lists referred to in Article 55(3) of the ZPPDFT-2;
 - on the basis of an official identity document bearing a biometric photograph. The User undertakes to use only his/her valid official identity document for identification by video call;
 - if the User is not a politically exposed person;
 - if the User provides his/her e-mail address and telephone number at the time of contract conclusion
- 3.9. The Company or the Provider reserves the right to refuse the video identification service to the User if it deems it necessary for security, business or other reasons or if it is necessary to ensure compliance with applicable laws.
- 3.10. The video identification service is intended for the performance of video identification processes for citizens or holders of official identity documents from countries which are not recorded as high-risk countries for which the restriction on the performance of the video identification process pursuant to Article 55 of the ZPPDFT-2 applies; or from countries whose identity documents are identified from the PRADO register – Public Register of Authentic identity and travel Documents Online (available at: <http://www.consilium.europa.eu/prado/sl/prado-start-page.html>).

4. DESCRIPTION OF THE VIDEO IDENTIFICATION PROCESS

- 4.1. The video identification process is carried out via a video call in accordance with the following steps:
 - Before the video identification itself, the User first enters his/her data in the online form of the Ilirika system and starts the process by clicking on the received link. The application redirects the User to the web application for performing the video identification, where a video and audio connection is established with the person performing the video identification at the Provider. This person guides the User through the predefined video identification process.
 - Once the video identification has been carried out, the data collected by the Provider during the process shall be sent to the Company and the Company shall also receive the status of the identification carried out. The status of the video identification is either successful or unsuccessful.
- 4.2. The following shall be verified during the video identification process:
 - matching of the User's previously entered data with the data on the identity document,
 - the security features of the identity document,

- the logical consistency of all the data collected,
 - the relevance of the Client's stated purpose,
 - the possible influence of third parties on the will of the Client,
 - the Client's response to questions and his/her behaviour during identification.
- 4.3. The following data shall be collected during the video identification process:
- name and surname;
 - address of permanent residence;
 - address of temporary residence, if any;
 - date of birth;
 - place of birth;
 - tax ID number or personal identification number;
 - citizenship;
 - ID document number;
 - name of the ID document issuer;
 - ID document type;
 - purpose;
 - date and time;
 - photo of the front and back side of ID document;
 - photo of the User during the video identification process;
 - audio recordings of the conversation between the service Provider and the User
- 4.4. The process may also include the collection of other data from the User in accordance with applicable law. The Provider shall not verify the User and his/her data through other sources.
- 4.5. The video identification process may be terminated at any time by the Provider in the event that:
- technical conditions do not allow the identification to be carried out perfectly, e.g. poor connection, poor image or sound, etc.,
 - there is a suspicion that the identity document is not authentic,
 - there is a suspicious circumstance in the process on the part of the User.
- 4.6. In this case, the Provider shall record the reason for the interruption in the data collected during the process, which shall be sent to the Company and recorded in the audit trail, and shall refer the User to the Company's business office.
- 4.7. The quality of the picture and sound during the video call shall be adequate for the purpose of unambiguously identifying and verifying the identity of the Client. Any screenshots must be of such quality that the Client and the information contained in his/her official identity document can be fully and unmistakably identified.
- 4.8. After the video identification has been carried out, all data obtained during the video identification process and the result of the identification shall be provided to the Company. The status of the video-identification shall be successful or unsuccessful. No personal data collected shall be stored by the Provider and the Subcontractor. In the case of a successful identification, the Client shall be screened in accordance with the ZPPDFT-2 for the purposes of using the Ilirika system.
- 4.9. At the end of the process, an audit trail shall be recorded in the video identification system. The audit trail shall record the anonymised data collected and other data that allow the unambiguous identification of the process and the Provider and, in combination with the Company data, the specific identification carried out. The audit trail shall be kept by the Provider for at least 10 years from the date of its creation or in accordance with the statutory deadlines, including in the event of termination of the service agreement for the use of video identification.

5. OBLIGATIONS OF USER

- 5.1. The User is obliged to carry out video identification using a smart device with the characteristics specified by the video identification Provider.
- 5.2. The User must carefully protect his/her official personal documents and must not hand them over to any other person. The Company shall not be liable for any damage caused to the User as a result of fraud, intent or negligence on the part of the User with a valid ID document being used in the process of identifying the User by video call which has not been reported to the Company as stolen or lost.

- 5.3. The User undertakes not to record the video identification process or the conversation in any way, not to store the recording, not to publish the recording or use or process it in any way. In the event of a breach of this provision, the User shall be liable under the provisions of applicable data protection laws and shall further undertake to pay damages to the Company in the amount of EUR 15,000, or more if the damages incurred exceed this amount.
- 5.4. The Company shall not be liable to the User for damages, loss of profits and other costs incurred as a result of the installation, use or inability to use, problems with use, restricted use or in the event of blocking or cancellation of the use of the video identification services and obligations arising out of or under the video identification process. The Company shall also not be liable to the User for damages, loss of profits and other costs arising from the involuntary conclusion of a business relationship or the performance of video identification, or the performance of these activities under the influence of third parties, under duress, threat or in error, if this could not have been established in the course of the video identification itself or in the absence of circumstances giving rise to suspicion to that effect.
- 5.5. Connection to the Internet network and the services of Internet access Providers and browser services are not subject to the services provided by the Company. The Company accepts no liability for any consequences arising from an error in the access to the Internet and the transmission of data via the Internet or from a fault in the User's computer or from the use of a browser.
- 5.6. Prior to the commencement of the video identification process, the User is obliged to provide the Company with all the necessary information in the special form of the declaration of adhesion to the use of the Ilirika services and to confirm his/her acceptance of these Terms, thereby declaring that he/she enters into a business relationship and performs the video identification voluntarily, under his/her own free will, and that he/she is not under the influence of any third party, coercion, threat or under any misapprehension of any kind.
- 5.7. The User undertakes to enter correct, truthful and complete information in the form for acceding to the Ilirika services and to use his/her identity document in the video identification process. The User is also obliged to provide his/her e-mail address and telephone number.

6. COMPLIANCE WITH LAWS AND DATA PROCESSING

- 6.1. The video identification service shall comply with the ZPPDFT-2 and the the Rules on technical requirements for video-based electronic identification devices.
- 6.2. The Company and the Provider shall comply with all laws and regulations applicable to the performance of video identification, including regulations in the areas of privacy, protection of personal data, protection of confidential data and confidentiality of communications.
- 6.3. The Company shall process personal data in accordance with the Privacy Policy, these Terms, General Terms and Conditions for the Use of the Ilirika services and any consents provided by the User. The Company's documents are available at www.ilirika.si.
- 6.4. The Company implements appropriate processes and measures to protect personal data. The processes and measures for the protection of personal data must be appropriate in relation to the risks posed by the processing and the nature of the personal data concerned.

7. FINAL PROVISIONS

- 7.1. These Terms shall be published on the Company's website www.ilirika.si.
- 7.2. The Company reserves the right to amend these Terms. The Company shall inform Users of changes to these Terms and its constituent parts by means of a notice on the website www.ilirika.si
- 7.3. The Company may change individual parameters of the service or discontinue the service for technical, legal or economic reasons.
- 7.4. These Terms shall enter into force on 25 October 2023.