Exit Plan

For the Financial Entity that stops using KYCJet, for any reason. Pursuant to Articles 28(8) and 30(3)(f) of Regulation (EU) 2022/2554 and Article 28(3)(g) GDPR. Version of 21 September 2026.

1. Principle

Leaving KYCJet must not interrupt customer identification or lose a single record that the law requires to be kept. The data belongs to the Financial Entity: the Service lets it take its data away at any time, not only at the end.

2. What can be exported, and how

What	From where	Format
All cases of a mode (live or test)	Dashboard → Verifications → **Export**	ZIP archive with `pratiche.csv` (one row per case, opens in Excel) and `pratiche.jsonl` (the full record of each case, for import into another system)
The record of a single case, with the document copies still retained	Dashboard → case → **Download the case file**; or `GET /api/v1/verifications/{id}/export`	ZIP archive with `fascicolo.json` and the document images

The record contains: the identity read and how it was established (photograph, or the State's signature on the chip with the anti-cloning proof), consent records, every decision with reason, thresholds applied and who made it (the Financial Entity's team on the Standard plan, a Provider operator on the Institutional plan, or the Financial Entity's automatic approval rule), corrections with the replaced value, every anti-money-laundering check with the assessment of hits, retention dates. The format is versioned (`kycjet.fascicolo/1`): if a field changes meaning, the version changes.

Photographs are kept at most for the period set (30 days unless changed): anyone who needs a copy for their own obligations must export them before. The liveness frame is not exported, because it is a capture of the face and not a copy of the document; the outcome and measurements of that check are in the record.

Every export is logged with who performed it and when.

3. Phases

Phase	When	What happens
1. Notice	From termination or notice of discontinuation	The Parties agree the end date and the schedule. The Service continues unchanged

Phase	When	What happens
2. Transition	[6 months]	The Service continues on the terms in force. The Provider assists in connecting the new provider or internal system: documentation of the interface, record format and notifications, technical sessions on request. The Financial Entity may stop opening new cases whenever it chooses
3. Closure	End of transition	No new cases are opened. Cases in progress may be completed within [30 days]
4. Final export	Within [30 days] of closure	The Financial Entity exports everything. The Provider checks completeness with it (number of cases per status)
5. Erasure	Within [30 days] of the export, or earlier on written request	The Provider erases all data, from image storage and from the database, and delivers a written certificate with the date and number of cases erased

What remains, without personal data of verified persons, is the record of the Financial Entity's instructions, of access by Provider staff and of erasures performed: it demonstrates that everything happened as agreed.

4. If the Provider can no longer operate

If the Provider ceases business, becomes subject to insolvency proceedings or is unable to provide the Service:

- export from the dashboard remains available for at least [90 days], unless technically impossible;
- [the Provider keeps with [third party / escrow] an encrypted copy of the data and the instructions to recover it, deliverable to the Financial Entity];
- the code producing the export and the description of the format are documented in the public interface reference.

5. Alternatives for the Financial Entity

The Financial Entity maintains, independently of KYCJet, at least one alternative identification method (for example SPID, qualified electronic signature, in-person identification), to be used during the transition or in case of prolonged unavailability of the Service.

6. Testing the plan

The Parties test this plan [once a year] with a complete trial export in test mode, checking that it opens and is complete.