

# Consumer Terms and Conditions

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## 1. Welcome to Yoti!

- We're delighted that you downloaded our Yoti app ("**App**"). Before you start using our App, you must accept these terms and conditions. Please read these terms and conditions carefully, together with any other terms made available by us from time to time, as they govern your use of our App. These terms and conditions tell you who we are, how you and we may change or end the contract between us, and other important information. By accepting them and using our App you're agreeing to be bound by these terms and conditions. If you do not understand or do not wish to be bound by these terms and conditions, you should not register for a Yoti account and you should delete the App from your device. You should also read our privacy policy - see section 10.
- We will follow our own published Misuse Policy if people misuse our App in a manner which may harm other users. In case there is any conflict between these terms and conditions and our Misuse Policy, these terms and conditions will take precedence.
- We recommend that you save and/or print a copy of these terms and conditions for future reference.
- We are Yoti Ltd, Fountain House, 130 Fenchurch Street, London, EC3M 5DJ (company number 08998951), but you can call us "**Yoti**". When we talk about "**you**" in this document, we're talking about you as an individual using our App for private and non-commercial

purposes only, except as may be expressly allowed by the functionality of our App or allowed by us in writing. When we talk about a "**third party**" we mean anyone who is not you or us.

- If you want to use Yoti as an organisation or business ("**organisation**") or on behalf of an organisation, you will need to accept and comply with the organisational terms and conditions presented to you when creating an organisational account or when accepting an organisational profile.

## 2. Know more about Yoti

- Yoti helps you to prove who you are, online and in person. Only you control what identity information you add to your Yoti account and you alone will decide when you want to use your Yoti to identify yourself to a third party. You choose whether to agree or not to share the information a third party requests.
- Yoti won't charge you, the individual, for sharing your core identity details (your face, name, gender, nationality, date of birth, age, address) with third parties. Yoti might also offer optional premium services to individuals that may carry a cost, and we will notify you of these costs before you sign up to receive these services or with at least three months' notice through the App and the website if you are already using these services free of charge.
- If you decide to share information with organisations through Yoti, we reserve the right to charge them for receiving that information.
- Yoti may from time to time create, develop and introduce additional features, functionality or services to our App and, if necessary, we will update these terms and conditions accordingly as required.

## 3. Before you create your Yoti

- Provided you accept and continue to comply with these terms and conditions, Yoti grants you a non-exclusive, non-transferable licence to use our App that can be revoked at any time.
- Our App is not intended for people under the age of 13. To use our App, you must be (and you promise to us that you are) either: (a) 16 years of age or over; or (b) if you are under 16, if necessary have permission to use our App from your parent or legal guardian (which will depend on your age and where you live). If we believe or verify that you have not told us your true age\_(or have not received parental consent if required by your local law), we may suspend your use of our App until you have provided us with acceptable proof of age (or parental consent). We advise parents and guardians who allow their children to use our App that it is important to communicate with their children about their safety online.
- Each person can only create one Yoti account. You will be able to add new identity documents to your existing Yoti account (but you cannot create a second account).

## 4. Creating and adding information to your Yoti

- Having downloaded our App, to create your Yoti account you will need to take a selfie (a photo of your face which will be associated with your account) and provide us with a genuine and valid mobile phone number. You will be asked to confirm the number with a one-time code which we will send to that mobile number by text. You will then create a 5 digit PIN for future access to your Yoti account. If your phone supports fingerprint login, once this feature is available in the app, you can also choose to use this to access your account instead of or as well as a PIN. It is your responsibility to ensure no one else has access to your PIN, so it is, and remains, secure and confidential. We may change our security requirements from time to time.
- When registering for an account or adding your first identity documents, we will ask you to complete a short test to prove you are a real live person. This test could involve, for example, repeating some words in a recorded video or we could ask you to move your phone around your face to capture multiple images (you will see instructions for this at the time). If we ask you to use the video method, the recorded video will be uploaded to our server and, unless we are required to retain it for regulatory reasons, we will permanently delete this video within 7 days from the date on which it is recorded. If we ask you to use another method, the information is processed on your phone automatically and you will receive an instant pass / fail.
- You may also choose to add a genuine and valid identity document (like a passport or driving licence) to your Yoti so you can share certain pieces of information with a third party, for example, sharing your age in order to access a service. Your identity document itself will not be shared with the third party with whom you have chosen to share your data using Yoti.
- All account creation instructions given in our App during the account creation process (and any amendments or updates to those processes) also form part of these terms and conditions.
- While you're setting up your account, adding information to it or recovering access to your account, Yoti will be able to see the information you enter so that we can verify it. We will keep this information securely for up to 7 days following approval of your Yoti.
- Yoti will store a biometric template of your selfie to verify that it is always you trying to access your Yoti account. A biometric template is a digital reference of distinct characteristics that have been extracted from your facial photo and, for your security, this is done in such a way that the original photo cannot be retrieved from this template, but can be used. Yoti also securely stores your actual photos so that in certain circumstances they can be rendered on a receipt for human facial recognition purposes.
- After the information is entered and verified your information will be separately encrypted and Yoti will be unable to see it or access it. Only you will have the encryption keys (unpredictable and unique numbers used to decrypt information), stored in your mobile

phone or other devices, so only you can access your account. It is your responsibility to keep your mobile phone and other devices safe, and to prevent others from having unauthorised access to them.

## 5. Using your Yoti to share information

- You alone will decide when you want to use your Yoti to identify yourself to a third party, or to swap, send or request personal information (as may be allowed by the functionality of the version of our app that you are using). Whenever an organisation or other individual asks you to share information through your Yoti, you always get to decide whether to accept or not. Yoti encourages third parties who use our services to only ask for the minimum information required, and reserves the right not to do business with third parties who ask for more information than they need.
- Whenever you share information with a third party, you and the third party will each receive a receipt, showing the information shared. The receipt will be available in your Yoti account.
- Yoti creates and encrypts a master receipt which contains details of the sharing for both parties. This master receipt is securely stored on our servers and we cannot access or view it unless either you or the third party provides us with their own receipt containing the encryption key needed to access the information.
- We may allow you to add and accept to your Yoti account attributes from certain third parties, for example university degrees, professional qualifications, employer references, landlord references and so on. You must only add or accept third party attributes to your Yoti account that are current, relevant, genuine and accurate – you must not add or accept third party attributes to your Yoti account or share any attributes using our App which do not fulfil such criteria or which are out of date. We may suspend your use of our App and/or terminate these terms and conditions if we know or reasonably suspect you to have not complied with the previous sentence. Some of these third party attributes that you can add or accept to your Yoti account can be verified, for example by your university, professional organisation, employer or landlord. We will make it clear to those individuals or organisations you wish to share a third party attribute with as to whether or not the relevant attribute has been properly verified by the relevant third party (i.e. your employer, landlord, university etc.).

## 6. Use of Dashboard

- You may access the Dashboard (this is where you can create pages and applications which allow other people to share information with you) at [www.yoti.com/dashboard](http://www.yoti.com/dashboard), or such other domain address as updated by Yoti and notified to you from time to time. You may use the Dashboard to create and administrate pages and applications, for example, for social activities.
- If you use the Dashboard to set up pages and applications you must only use it (and any information contained in it) in line with the requirements in this section.

- Content standards: you must make sure that anything you put on your Dashboard, and is therefore visible on your page or application login screen:
  - is accurate and complies with any applicable laws;
  - does not contain any information which is defamatory, obscene, inflammatory or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;
  - does not promote sexually explicit material, violence or any illegal activity;
  - does not infringe the intellectual property rights (including copyright, database right or trade mark) of any other person;
  - is not likely to deceive any person;
  - does not breach any legal duty owed to a third party;
  - is not threatening or abusive and does not invade another's privacy, or causes annoyance, inconvenience or needless anxiety;
  - is not likely to harass, upset, embarrass, alarm or annoy any other person;
  - is not used to impersonate any person, or to misrepresent someone's identity or affiliation with any person;
  - does not encourage, promote or assist any unlawful act including copyright infringement or computer misuse.
  
- Suspension and termination: if Yoti determines, in its absolute discretion, that you have breached the Dashboard content standards, Yoti may, without limitation:
  - issue a warning to you;
  - temporarily suspend, or permanently terminate, your right to use the app, including the Dashboard;
  - take legal action against you to claim back any costs as a result of the breach;
  - take further legal action as may be necessary;
  - disclose such information to law enforcement authorities as we reasonably consider is necessary.
  
- Security: you must access the Dashboard using your Individual Yoti Account or otherwise using login details which we may provide you from time to time. Only you may use your Yoti to access the Dashboard, and you are responsible for keeping all passwords and other login details secure and confidential.
  
- Adding links within Dashboard: you may add url links to your pages and application login screens within the Dashboard, as long as you do this in a way that is fair and legal and does not damage our reputation. You may not display links in a way that suggests any form of association, approval or endorsement by Yoti where this does not exist. We reserve the right to withdraw the linking functionality without notice.

## 7 Use of Yoti Password Manager

- If you choose to use the Yoti Password Manager feature (as may be allowed by the functionality of the version of our app that you are using), you can add usernames, passwords, URL, website names, and any login specific settings, for websites you visit to provide easier log-on.
- Yoti Password Manager is not suitable and was not designed for use on high risk accounts (for example online banking accounts).
- Yoti Password Manager also provides a password generator and auto-complete feature. This allows you to generate strong passwords and use stored data to automatically fill in data fields. You are under no obligation to use any password generated in this way. To the extent permitted by law, we are not responsible to you for the security or strength of any password generated using this feature, other than as set out below at section 15 (Our responsibility to you).
- It is your responsibility to make sure that no-one else has access to your passwords generated by or stored in Yoti Password Manager, and to keep such passwords secure and confidential.
- You will need to download the browser extension for Yoti Password Manager to function. Depending on your browser you may be required to accept an additional end user licence agreement to use this feature. In the event of any conflict these terms and conditions take precedence over the Yoti Password Manager end user licence agreement.

## 8. Use of Yoti Connections

- The Yoti Connections feature (once launched), allows you to request a connection with another Yoti user and select your type of relationship from one of the options in the drop down menu. If your request is accepted then either you or your connected Yoti user may share that 'Yoti Connection' with a third party recipient. You and your connected Yoti party each have the ability to revoke the Yoti Connection at any time.
- When connecting with another Yoti user you may also upload a document which confirms the Yoti Connection relationship, for example a Power of Attorney document. When sharing a Yoti Connection you may elect to share that document with the third party recipient.
- When sharing a Yoti Connection you may send a message to the third party communicating the purpose of the Yoti Connection and any instructions you might wish to add.
- Please take care when sending or accepting Yoti Connection requests and remain vigilant against impersonators using a similar name to an entity or person you are familiar with. Yoti does not verify the identity of any Yoti users other than following its published processes in checking the document ID used to 'anchor' the Yoti user's identification. Yoti does not accept liability if you connect with a person or share a Yoti Connection with someone whom you did not intend to.
- You must comply with the 'Content standards' requirements in section 6 when you use the messaging and document upload functions in Yoti Connections.

## 9. Closing/deleting your Yoti account

- You're free to close your Yoti account at any time by selecting the "Delete Account" option in "Settings" in the App's menu. We will ask you to take a selfie to confirm it's really you asking to delete the account.
- We reserve the right to immediately suspend your account and access to our App and to terminate these terms and conditions, and therefore your right to use the App, without responsibility or liability to you if, in our sole opinion, you are not complying with these terms and conditions, or if you disrupt our App or if your continued use of our App is harmful.
- We reserve the right to terminate some or all of our services, and therefore your right to use the App, at any time at our discretion and without responsibility to you on providing you with at least 30 days' prior notice through the App.
- If you or we close your account, you will lose access to your Yoti account and to all of the information and services associated with it. We may need to keep your sharing receipts for regulatory reasons. Any third party you shared information with through Yoti will still have those details (in their own receipts) after you have closed your Yoti account.
- Once your account is closed, we will delete from our server all identifying attributes and the documents they were sourced from, all biometrics you used, all other 'non-identity' attributes (such as email), any associations to pages and applications created (the pages and applications themselves are not deleted), and all 'remember me' IDs (the IDs that identify a returning user to an integrated service).
- Whether your Yoti account is closed by you or by us, you should delete the App from your device promptly following closure of your account.

## **10. We care about your privacy and security**

- We're in the business of making sure that you can share your personal details safely and securely. So, any personal information that you provide to us will be processed strictly in line with our privacy policy, which is available at <https://www.yoti.com/privacy-policy>

## **11. Third-party service providers**

- If you decide to add more information to your Yoti account, Yoti might offer to further verify that information by running extra checks with external identity checking providers and credit reference agencies. Such checks may include verifying your name, address and/or date of birth, or your banking details.
- If you choose to do this, we will always ask for your consent before starting the checks and providing the necessary information to selected identity checking providers and credit reference agencies.

- From time to time we might need to involve other third parties in delivering the services that our App provides you. We reserve the right to transfer, assign, subcontract or deal in any other manner with our rights and obligations under these terms and conditions without your prior written approval. Please note that you may close your account, stop using our App and terminate these terms and conditions at any time (please see the "Closing/deleting your Yoti account" section, above).

## **12. Intellectual property**

- We are very proud of our App, and, as we are sure you can understand, it contains some valuable intellectual property, trade knowledge and other confidential information. This means that you must not do any of the following.
  - Copy, sell, give, assign, or market our App to any third party.
  - Modify, reuse, disassemble or decompile our App or any part of it.
  - Reverse engineer our App or any part of it (this means analyse our App in order to work out its function or structure, whether with or without the intention of re-creating or modifying it).
  - Translate or create derivative works (adaptations) based on our App or any part of it.
- For the purposes of these terms and conditions, only Yoti owns or is the licensee of all intellectual property, know how, trade knowledge and other confidential information in or arising out of or in connection with our App.

## **13. Availability of Yoti**

- We aim to ensure that you are able to access and use our App at all times. However, your use of our App may from time to time be interrupted by maintenance, repairs or updates or other factors which we may not be able to control and we cannot guarantee to you that it will always be available. We will do our best to notify you of such situations as soon as possible after we become aware of them, but we will not be liable under any circumstances for any loss or damage caused as a result of such interruption of availability of our App, other than as set out below at section 15 (Our responsibility to you).

## **14. Your use of Yoti**

- You are at all times responsible for making informed decisions about sharing your information with third parties and to consider the implications of doing so. Yoti has no control over what third parties do with the information you choose to share with them through the App and therefore accepts no responsibility or liability for information misuse on their part.
- If you choose to use Yoti to share your information with a third party in order to access or interact with services they provide (such as buying or selling online), you should also review their terms of use, privacy policy or any other terms governing your use of such third party sites, services or resources, and make sure you comply with them. Yoti has no control over

the contents or performance of any third party sites, services or resources, and accepts no responsibility for them, for any loss or damage that may arise from your use of them, or for any refusal by such third parties to provide you with products or services.

- You are responsible for making sure that all your information associated with your Yoti account is accurate and up to date.
- Yoti issues receipts to both parties when you share your identity using the App. These receipts, and the attributes presented in them, should remain private to the two counterparties unless one is a victim of the other's fraud / mistreatment at which point the victim can share the receipt with law enforcement (but not the general public).
- We trust you to use our App sensibly and lawfully, but please be aware that you must:
  - not use or interact with our App if you intend to commit any unlawful, fraudulent, dishonest, anti-social, unethical, abusive, threatening or invasive behaviour;
  - use our App only for your private use and non-commercial purposes (except as may be expressly allowed by the functionality of the App or otherwise allowed by us in writing);
  - not damage, interfere with or disrupt the integrity or performance of our App in any way;
  - not offer in any manner, sublicense, lease, sell or otherwise make available our App or any of its services to any third party without our prior written consent;
  - not use or interact with our App in any unlawful, fraudulent or dishonest way or for any improper purpose. In particular, please be aware that under UK law, it is a criminal offence to create, possess and/or use fraudulent, forged, false or improperly obtained documentation. It is illegal to impersonate, or pretend you are, someone else, for example by using their identification documents. If we know of or suspect activity by you that contravenes this section, we reserve the right to suspend your Yoti account, to report you to the relevant authority or agency, or to take such other action as we in our discretion believe is necessary for the protection of our users and/or our business or reputation, and we will keep a copy of your data for further anti-fraud procedures or as may be required by law. If false or inaccurate information is provided and fraud is identified, details may be passed to fraud prevention agencies to prevent fraud, money laundering and other criminal offences. You can get more information explaining how the fraud prevention agencies will use the information by emailing [privacy@yoti.com](mailto:privacy@yoti.com).

If we know or have reasonable grounds to suspect that activity by you breaches this section, we reserve the right to take all appropriate action to investigate and to deal with the consequences of a breach. Please also refer to our Misuse Policy.

## **15. Our responsibility (liability) to you**

- Nothing in these terms and conditions excludes or limits our liability either: (a) for your death or personal injury if it's caused by our negligence; or (b) our fraud or fraudulent misrepresentation (this means if we deliberately and knowingly make a false statement or

representation with the intent to deceive or without belief in its truth or recklessly as to its truth). We will also take responsibility where we are required to by applicable law.

- Aside from the circumstances listed above, if we do not comply with these terms and conditions, we will be responsible for loss or damage you suffer that is a foreseeable result, to you and to Yoti, of our breach or our negligence (that is, any act or omission by us which falls short of a standard to be expected of a reasonable person) up to a total cap of £500 (to the extent permitted by law). This cap includes all claims whether made for a breach of contract, our negligence or for any breach of our statutory duty. However, we are not responsible for any other loss or damage you suffer that is not reasonably foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by both you and us at the time you downloaded the App. To the extent permitted by law, we are not responsible for any loss whatsoever due to the actions of third parties (including bad actors) that were not made possible by our own negligence.
- Yoti is not under any circumstances liable to you for:
  - a) any losses that were not caused by Yoti;
  - b) any business losses or liabilities: including loss of profit; loss of income; loss of goodwill (this means the good reputation enjoyed by a legal entity); loss of anticipated savings; loss of data; loss of business; business interruption or loss of business opportunity, however caused; or
  - c) any data breaches by third parties with whom you chose to share information or a Yoti Connection (see section 8 above).
- If you breach these terms and conditions, we are not liable to you for any loss or damage you may suffer because of your breach.
- From time to time we might need to update our App, for example, to improve the services we offer to you or for security reasons. We reserve the right to update, modify or terminate our App or your access to it for any reason, without notice, at any time, and without any legal responsibility to you. To use the most up-to-date functionality of our App, you must download any updates we make available. You will be responsible for any loss or damage you may suffer by continuing to use an outdated version of the Yoti App. We do not guarantee that our App will work with all devices and operating systems and we are not responsible for maintaining the compatibility of our App with all updated or new operating systems and devices.
- We hope it never happens, but it is possible that something we have no control over might happen which makes it impossible for you to use some or all of the services provided through our App, such as a strike, riot or natural disaster. Although it is unlikely that this will happen, if it does we will try to inform you about it and to minimise any disruption to your use of our App, but we will not be liable to you for any loss of functionality or use.
- You have legal rights where we do not provide services with reasonable care and skill, and goods that are not of a satisfactory quality. Information about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these terms and conditions will affect these legal rights.

## 16. Other legal points around terms and conditions

- Your rights or obligations under these terms and conditions cannot be transferred, assigned, sublicensed, subcontracted, dealt in any other manner without our prior written approval. No other person has any right to enforce any of these terms and conditions, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- We may change or add to these terms and conditions from time to time, for example to reflect any changes: (i) in our policies or relevant laws and regulatory requirements; (ii) in the functionality of our App; or (iii) imposed on us by a third party. If we do make any changes, we will tell you and direct you to the revised terms and conditions the next time you use our App. If you do not understand or agree with the revised terms and conditions, you should stop using our App and close your account (in line with section 9 on closing / deleting your Yoti account). We will always post the most current version of the terms and conditions on our website and our App.
- No other change to these terms and conditions shall be valid.
- Each of these terms and conditions operates separately, meaning that if a court or other relevant authority decides that any term or condition cannot be enforced, the others will still remain in full force and effect.
- If we do not enforce any of our rights under these terms and conditions, this failure does not mean that we cannot or will not decide to enforce that right at a later point.
- Subject to any mandatory requirements of your local law that override this paragraph, these terms and conditions are governed by English law. This means English law applies to any dispute or claim arising from these terms and conditions or your use of our App (whether contractual or non-contractual). Subject to any mandatory jurisdiction rules in your local law that override this paragraph, you and we can bring legal proceedings in respect of these terms and conditions in the English courts.
- If you have a dispute with us, contact us at [hello@yoti.com](mailto:hello@yoti.com) and try to resolve the dispute informally. If you and we cannot resolve a dispute informally, you can submit it for online resolution to the *European Commission Online Dispute Resolution* platform. For more information click here: <http://ec.europa.eu/consumers/odr/> You and we will also have the option of resolving the dispute using court action.
- The English language version of these terms and conditions prevails.

## 17. And finally...

- Please note that if you are accessing your Yoti account through our website, for example, to check your activity or manage your profile, then these terms and conditions will also apply to the extent necessary for your use of the website.
- If you would like to contact us, you can do so by emailing [hello@yoti.com](mailto:hello@yoti.com)

## **What's changed section**

We have revised our terms as we are introducing new features. As we have several app releases over the next few months, some of the new features may not yet be active, but they will be very soon. The main changes are listed below.

Section 3: to make sure that we comply with the US COPPA laws and the upcoming GDPR laws, we have amended the minimum age for use of our app from 12 to 13. If you are between 13 and 16 you may have to obtain parental consent before using the App, depending on the local laws in the territory where you live.

Section 7: we have stated that you should not use Yoti Password Manager on high-risk websites.

Section 15: we have clarified our liability for your use of our app and services.