



ONLINE TERMS & CONDITIONS FOR BUSINESS CUSTOMERS

By clicking the Accept button, you agree to these terms and conditions for the use of the Services (as defined below). These terms and conditions are for use by organisations only.

We are Yoti Ltd (the “**Supplier**”) a company registered in England and Wales. Our company registration number is 08998951 and our registered office is at 7-8 St. Martin’s Place, London WC2N 4JH. Our registered VAT number is 199947617. You can contact us by writing to us at: organisations@yoti.com or at our registered office.

1. INTERPRETATION

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common or indirect control with a party from time to time.

Agreement: this agreement between the Supplier and the Customer for the supply of Services, including the Annex and Pricing Schedule.

API: an application programming interface provided by Yoti in order to allow Customers to perform functions and create applications within the Yoti platform.

Attribute: an assertion about an individual or entity where the verification source is disclosed.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Customer: the entity which is signatory to this Agreement and which purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 4.2.

Customer Material: the Customer Receipts, and any content added by the Customer to its Pages or Applications.

Customer Receipts: the individual transaction receipts from transactions between the Customer and its Users resulting from the Customer’s use of the Services.

Dashboard: a web application provided by the Supplier for the benefit of Customers, which allows those Customers to manage their Yoti account

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mobile Clients: the Android and iOS applications developed and owned by Yoti as clients to the Yoti Platform.

Pricing Schedule: the pricing schedule setting out details of the Transaction Charges to be paid by the Customer for the Services, as provided to the Customer in accordance with this Agreement, as the same may be updated from time to time by the Supplier in accordance with clause 6.1.

Services: access to the Software, and such other services supplied by the Supplier to the Customer, as agreed in writing between the parties from time to time.

Software: the English language online software applications provided to the Customer by the Supplier, including but not limited to the Yoti Platform, Pages, Applications, Dashboard, Mobile Clients and Web SDK.

Transaction Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 6.

User: any person or organisation with whom the Customer interacts using the Software in connection with the Services

Web SDK: Web Software Development Kit is a set of libraries that allow third parties to communicate with the Yoti Platform

Yoti Platform: the Supplier's digital identity verification system for exchanging attributes.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1 The Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The parties agree that the provisions of Regulation 9 of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to the Agreement.

3. SERVICES

- 3.1 Subject to the Customer's payment of the Transaction Charges, the Customer is granted the right to use the Services for the purpose only of processing data in respect of Users of the Customer for the normal business purposes of the Customer ("**Permitted Purpose**") in accordance with this Agreement. The Permitted Purpose must be compliant with applicable legislation, or regulations and rules, having equivalent effect, as governed by various statutes, regulatory requirements, codes of practice and guidelines in the country where the Customer is based and/or operates.
- 3.2 The Customer's Affiliates may make use of the Services, and the Customer may grant access to the Services to such of its employees, or contractors and consultants under the direct control of the Customer or the Customer's Affiliates ("**Customer Personnel**"), as necessary for the Permitted Purpose only, provided that the Customer:
 - a. procures that its Affiliates, and Customer Personnel are made aware of and at all times adhere to the terms of this Agreement;
 - b. remains liable for the acts or omissions of its Affiliates and Customer Personnel as if they were its own; and
 - c. shall cease to make the Services available to any of its Affiliates immediately on that party ceasing to be an Affiliate, and to any of its Customer Personnel on any such party ceasing to be employed or engaged by the Customer.
- 3.3 The Supplier shall supply the Services to the Customer in accordance with this Agreement.
- 3.4 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in advance in any such event.
- 3.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill. The Supplier will aim to ensure that the Customer is able to access and use the Software at all times. However, the Supplier's use of the Software may from time to time be interrupted by maintenance, repairs or updates or other factors which the Supplier may not be able to control. The Supplier will do its best to notify the Customer of such situations as soon as possible after becoming aware of such situations, but will not be liable under any circumstances

for any loss or damage caused as a result of such interruption of availability of the Services, other than as set out below at section 8.1.

4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and
- (c) keep the information about itself accurate and up to date and to respond in a timely fashion to communications from the Supplier;
- (d) not use the Software with the intent of committing or participating in any unlawful, fraudulent, dishonest, anti-social, unethical, abusive, threatening, invasive or improper behaviour or any other action that is contrary to the intention of the person or organisation you share information with.

4.2 If the Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Customer or any of the **(Customer Default)**:

- (a) the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 The Customer represents, warrants and undertakes that it will use the Services in compliance with all applicable laws and shall not: (a) resell, sublicense, lease or otherwise make available to any third party or Affiliate of the Customer (except as provided from under this Agreement) the Software or any data (except as specifically allowed by the User) provided through the Services; (b) provide a service which is the same as or similar to the Services; (c) send or store infringing or unlawful material; (d) attempt to gain or gain unauthorised access to, or disrupt the integrity or performance of the Software (or the data contained therein); (e) modify, copy, translate or create derivative works based on the Software or attempt to discover any source code or underlying ideas or algorithms thereof; (f) reverse engineer, decompile or disassemble the Software; (g) use the Services for the purpose of building a competitive product or service or copying its features, technology or user interface; (h) use the Services, or permit the foregoing to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without the Supplier's prior written consent; (i) act or omit to act in any

way that results in damage to the Supplier's business or reputation; and (j) use or otherwise deal with the Supplier's logos, as notified to the Customer from time to time, other than in accordance with the Agreement.

4.4 It is a condition of this Agreement that Customer shall comply with the terms of clause 4.3. In the event that Customer breaches clause 4.3, then, without prejudice to any other rights and remedies Supplier may have under this Agreement or otherwise at law or equity, Customer shall pay to Supplier within thirty (30) days of receiving written notice from Supplier (in addition to any other amounts owed) a non-refundable cash sum of £5 with respect to each User to which the relevant breach pertains (such cash sum, being the "Liquidated Damages"). The parties acknowledge and agree that the Liquidated Damages are a genuine pre-estimate of Supplier's anticipated loss resulting from Customer's breach of clause 4.3 and the parties intend that the Liquidated Damages would serve to compensate Supplier for a breach by Customer of clause 4.3 under this Agreement, and they do not intend for it to serve as punishment or penalty for any breach by Customer. The parties acknowledge that this clause is an essential part of this Agreement. Unless otherwise proven by Customer (and subsequently verified by an independent audit), for the purposes of calculating the Liquidated Damages it shall be assumed that a breach of clause 4.3 pertains to all Users of the Customer or subject to the breach.

4.5 Any breach by the Customer of any of the provisions in clause 4.3 shall be a material breach of the Agreement and, without prejudice to its other rights and remedies, shall entitle the Supplier to terminate the Agreement immediately on written notice to the Customer.

5 DASHBOARD

5.1 The Customer may only invite, and grant access to, authorised Customer Personnel to use the Dashboard and shall procure that any such Customer Personnel only use the Dashboard (and any information contained therein) for the Permitted Purpose and adhere to the terms of this Agreement, and not for any other purpose whatsoever.

5.2 The Customer will be able to access the Customer Receipts through the Dashboard. The Supplier will not have access to such Customer Receipts except that the Customer acknowledges and agrees that, to enable the Supplier to calculate the Transaction Charges due from the Customer, the Supplier will be provided with anonymised details from the Dashboard showing the number and type of time stamped attributes shared by the Customer, as well as anonymised data on Users by age, gender and mobile telephone number country code, for internal data analytics purposes.

5.3 Further terms and conditions relating to the Dashboard are included in the Annex to this Agreement.

6 CHARGES AND PAYMENT

6.1 The Transaction Charges for the Services are as set out in the Pricing Schedule in the Dashboard and are selected and accepted by the Customer. The Supplier may amend the

Transaction Charges at any time, on no less than 90 days' prior notice to the Customer. The Customer may terminate this Agreement in accordance with clause 9.

- 6.2 The Supplier shall invoice the Customer monthly in arrears on the last day of the month in which the Transaction Charges are incurred. Yoti reserves the right to charge some low volume/low invoice value Customers quarterly in arrears. Yoti reserves the right to charge some Customers in advance.
- 6.3 All Transaction Charges are payable in Pounds Sterling.
- 6.4 The Customer shall set up a method of payment selecting from the options available on the Dashboard, or as otherwise specified by the Supplier from time to time, to ensure payment of each invoice is made within 14 days of the date of the invoice.
- 6.5 All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax (**VAT**), where chargeable. Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per cent per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.7 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 6.8 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, its use of the service may be suspended. If and when payment is made, the Services may be resumed but the Supplier reserves the right to request advance payment.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Customer acknowledges that all Intellectual Property Rights in or arising out of or in connection with the Services (excluding the Customer Material) shall be owned by the Supplier, and neither the Customer nor any of its Affiliates have any rights other than to use the Services in accordance with this Agreement.
- 7.2 The Customer agrees that it will not, and will procure that its Affiliates will not, do anything which could infringe the Intellectual Property Rights of the Supplier including any of the Intellectual Property Rights arising from or in connection with the Services or

otherwise pursuant to the terms of the Agreement. Any and all rights not expressly granted under the Agreement shall be reserved by Supplier.

- 7.3 The Supplier grants the Customer and its Affiliates, or shall procure the direct grant to the Customer and its Affiliates of, a worldwide, non-exclusive, personal, non-transferable, royalty-free, revocable licence to use such of the Supplier's Intellectual Property Rights solely as necessary in order that it may receive and use the Services on the terms and subject to the conditions of this Agreement.

8 LIMITATION OF LIABILITY AND INDEMNITIES

- 8.1 Nothing in the Agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill;
 - (g) any indirect or consequential loss, and
 - (h) any losses which arise out of the failure of the Customer to provide accurate, comprehensive and up to date information about itself, its officers and operations.
- 8.3 Subject to clause 8.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to the lower of £10k or the total fees earned by the Supplier from the Customer over the previous 12 months.
- 8.4 Except as expressly provided herein, neither party makes any warranties of any kind, whether implied, statutory or otherwise which are, to the fullest extent permitted by law, excluded from the Agreement. The Supplier does not warrant that the provision of the Services will be uninterrupted or error-free.
- 8.5 Subject to clauses 8.1, 8.2 and 8.3, the Supplier shall indemnify on demand and hold harmless the Customer from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses) and liabilities suffered or incurred, directly or indirectly, by the Customer and/or the Customer's Affiliates as a result of or in connection with: (a) any third party claim brought against the Customer for infringement of a third party's rights (including any Intellectual Property Rights) arising

out of, or in connection with, the use of the Services by the Customer strictly in accordance with the terms of the Agreement; and (b) breach of clause 10.11 and 10.12.

- 8.6 Subject to clauses 8.1 and 8.2, the Customer shall indemnify on demand and hold harmless the Supplier, directors, officers, employees, agents and shareholders from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses) and liabilities suffered or incurred, directly or indirectly, by the Supplier and/or the Supplier's Affiliates as a result of or in connection with breach of clauses 4.1, 4.3, 7.2, 10.11 and 10.12.
- 8.7 In the event of any claim under either of the indemnities in clauses 8.5 or 8.6, the indemnified party shall:
- (a) notify the indemnifying party in writing of any such claim (stating in reasonable detail the nature of the matter and if practicable the amount claimed); and
 - (b) give the indemnifying party (at the indemnifying party's own cost) conduct of the defence of such claim and all related settlement negotiations; and
 - (c) provide the indemnifying party with reasonable assistance, information, and authority necessary to act in accordance with clause 8.7(b), all out-of-pocket expenses incurred by the indemnified party in providing such assistance, information and authority to be reimbursed by the indemnifying party.
- 8.8 The indemnified party shall have a duty to mitigate any loss which it may incur as a result of a matter giving rise to a right of indemnification under this clause 8.
- 8.9 This clause 8 shall survive termination of the Agreement.

9 **TERM AND TERMINATION**

- 9.1 The Agreement will continue in force from the date on which the Customer accepts these Conditions until terminated in accordance with this clause.
- 9.2 The Customer may terminate the Agreement at any time on immediate notice, without cause.
- 9.3 The Supplier may terminate the Agreement at any time on 90 days written notice, without cause.
- 9.4 Without limiting any other rights or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Agreement
 - (b) in the case of the Supplier only: (i) if there is a change of Control of the Customer; or (ii) if the Customer suffers or incurs any form of insolvency or arrangement with its creditors (iii) if the Customer fails to pay any amount due under this Agreement on the due date for payment; or (iv) if the Customer has provided incomplete or inaccurate information to the Supplier during the setup process or fails to maintain

such information on a timely basis.

- 9.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 9.6 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including clause 4.3 and the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 9.7 On termination of the Agreement for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall immediately cease to use the Services, and shall procure that any of its Affiliates and/or Customer Personnel shall cease to use the Services, and shall permanently delete, destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control.

10. GENERAL

- 10.1 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.2 **Rights and remedies.** Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 10.3 **Entire agreement.**
- (a) The Agreement and the documents otherwise referred to therein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
 - (b) Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) (**Representation**) other than as expressly set out in the Agreement or those documents. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

- 10.4 Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.5 Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 10.6 Third parties.** A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does affect any right or remedy of a third party which exists, or is available, apart from that Act. Notwithstanding the foregoing, any of the Supplier's Affiliates may enforce the terms of the Agreement subject to and in accordance with this clause 10.11, the Agreement and the Contracts (Rights of Third Parties) Act 1999.
- 10.7 No partnership.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 10.8 Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 10.9 Notices**
- (a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing through the Dashboard
 - (b) Any notice or other communication sent by Dashboard shall be deemed to have been received one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 10.10 Assignment and other dealings.**
- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.
 - (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement, other than as

set out herein.

10.11 Data Protection.

Each party shall comply with all applicable data protection and data privacy laws and regulations applying to any Personal Data (as defined in the UK Data Protection Act 1998) exchanged in connection with the Agreement, and each party shall have established privacy policies or principles to ensure that it remains at all times in compliance with such laws and regulations.

10.12 Confidentiality.

- (a) Each party shall, during the term of the Agreement and thereafter, keep confidential all information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates. Neither party shall use the other party's confidential information for its own purposes (other than implementation of the Agreement) nor, without the prior written consent of the other, disclose it to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority). The foregoing obligations shall not apply (or shall cease to apply) if that information: (a) is public knowledge or already known to such party at the time of disclosure; or (b) subsequently becomes public knowledge other than by breach of this licence; or (c) subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- (b) No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.13 Audit

The Customer acknowledges and agrees that the Supplier may, at the reasonable request of the Supplier and at the Supplier's cost, inspect and have access to such of the Customer's personnel, facilities and books and records, relevant to the Services, for the purposes of ensuring that the Customer is complying with the terms of the Agreement, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times, unless otherwise requested by any governmental or regulatory body having jurisdiction over the Supplier.

10.14 Governing law and jurisdiction

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex

DASHBOARD TERMS OF USE

DASHBOARD

The Dashboard is accessible at www.yoti.com/dashboard, or such other site as updated by the Supplier from time to time . The principal purpose of the Dashboard is to allow the creation and administration of Pages and Applications to allow the Customer to facilitate the exchange of Attributes with Users.

Page: a Yoti hosted webpage which allows the transfer or sharing of information between the User and the Customer

Application: a Yoti application, hosted by the Customer, which allows the transfer or sharing of information between the User and the Customer

CONTENT STANDARDS

These content standards apply to any and all material which the Customer adds to Pages created through the Dashboard ("**the Material**"), and to any Interactive Services associated with it.

The Customer must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Material must:

- Be accurate
- Comply with applicable law in the UK and in any country in which the Material is posted.

Material must not:

- Contain any information which is defamatory of any person.
- Contain any information which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent someone's identity or affiliation with any person.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

The Supplier will determine, in its sole discretion, whether there has been a breach of these terms of use through the Customer's use of the Dashboard. When a breach of these terms of use has occurred, the Supplier may take such action as it deems appropriate including, without limitation, taking all or any of the following actions:

- Issue of a warning to the Customer
- Temporary suspension of the Customer's right to use the Dashboard, Software and Services
- Permanent termination of the Customer's right to use the Dashboard, Software and Services
- Legal proceedings against the Customer for reimbursement of all costs resulting from the breach
- Further legal action against the Customer
- Disclosure of such information to law enforcement authorities as the Supplier reasonably feels is necessary

The responses described in these terms and conditions are not limited, and the Supplier may take any other action it reasonably deems appropriate.

SECURITY

The Customer agrees to access the Dashboard using the Yoti accounts of its Customer Personnel, or such other login details as may be provided to the Customer by the Supplier from time to time. The Customer, or any of its Customer Personnel, will not under any circumstances, allow any other person to use the Yoti account of any Customer Personnel for the purposes of them accessing the Dashboard on the Customer's behalf, and will keep all passwords and other login details confidential. The Customer will immediately notify the Supplier of any unauthorised use of its account or any other breach of security. The Customer is responsible for any loss or damage resulting from use of a Yoti account belonging to its Customer Personnel or password or other login details by any third party, either with or without its knowledge.

RULES ABOUT ADDING LINKS WITHIN DASHBOARD

The Customer may add to its Page(s) within the Dashboard url links, provided it does so in a way that is fair and legal and does not damage the Supplier's reputation or take advantage of it.

The Customer must not establish a link in such a way as to suggest any form of association, approval or endorsement on the Supplier's part where none exists.

The Supplier reserves the right to withdraw linking permission without notice.