



TERMS AND CONDITIONS

FOR USE OF YOTI AGE CHECK CARDS

By using the Yoti Age Check Cards a legally binding contract on the following terms and conditions will be created between Yoti and the Organisation which uses them. This contract is referred to in these terms and conditions as the "Agreement" and the Organisation is referred to as "you" or "your".

Do not use (or attempt to use) the Yoti Age Check Cards if you do not agree with or understand this Agreement. Use of the Yoti Age Check Card will constitute continued acceptance of this Agreement by you.

We are Yoti Limited ("Yoti", "we", "us", "our")

Definitions

This Agreement uses phrases which have specific meanings. They are set out in the Annex.

1. Yoti Age Check Card

- 1.1. Title and risk in the Yoti Age Check Card transfers to you on delivery.
- 1.2. We will provide the Yoti Age Check Card to your address. If there is a quality issue with the Yoti Age Check Card your sole remedy is to inform us and we will provide you with a replacement Yoti Age Check Card. You must inform us of an issue within five days of delivery by sending an image of the damaged Yoti Age Check Card and your address to help@yoti.com.
- 1.3. Yoti grants to you a non-transferable, non-sub-licensable, royalty free, revocable, non-exclusive licence to use the Yoti Age Check Card. This licence will terminate automatically and irrevocably on termination of this Agreement for any reason.
- 1.4. You must:
 - only use the Yoti Age Check Card in compliance with all applicable laws;
 - only use the Yoti Age Check Card for proper and lawful business purposes and otherwise in accordance with this Agreement;
 - not modify, copy, adapt, translate or create derivative works based on the Yoti Age Check Card for any purpose;
 - not use the Yoti Age Check Card to commit any unlawful, fraudulent, dishonest or threatening behaviour;
 - not, and are not permitted to, sub-license, assign, hold on trust or novate this Agreement to or on behalf of any person;
 - not provide a service which is the same as or similar to Yoti services, or use any Yoti services to build a competitive product or service or copy its features, technology or user interface; and

- not act or omit to act in any way that results in damage to Yoti's business or reputation.

2. Quality and reliability of service

Yoti will perform its verification, authentication and onboarding (where necessary) of Individuals and their age with reasonable skill and care, however Yoti does not guarantee that the ages presented are accurate. Yoti's liability in relation to the accuracy of age data supplied by Individuals is set out below.

3. Transaction Charges

The services are provided to you free of charge.

4. Suspension and Termination

4.1. This Agreement will continue in force from the date on which you accept this Agreement until it is terminated.

4.2. Yoti reserves the right to:

- suspend your use of the Yoti Age Check Card if Yoti discovers that you misuse the age data shown to you by Individuals;
- suspend or terminate this Agreement if you are being or about to be investigated by any regulatory body in any competent jurisdiction;
- suspend your use of the Yoti Age Check Card if Yoti suspects that you have committed a material breach of any term of this Agreement;
- suspend your use of the Yoti Age Check Card for any other reason whatsoever if Yoti believes, in its absolute discretion, that there is reasonable cause to do so; or
- suspend or terminate this Agreement if you copy or duplicate the Yoti Age Check Card or distribute the Yoti Age Check Card to any person or organisation not party to this Agreement.

4.3. You may terminate this Agreement immediately at any time by ceasing to use the Yoti Age Check Card.

4.4. We may terminate this Agreement at any time on 90 days' notice.

4.5. Either party may terminate this Agreement with immediate effect on written notice to the other party if the other party commits a material breach of this Agreement.

4.6. Yoti may terminate this Agreement with immediate effect if you:

- breach or exceed the conditions of use of the Yoti Age Check Card;
- where you are a sole trader, breach our Individual Terms and Conditions. We may also terminate with immediate effect if a director or senior person at your Organisation breaches our Individual Terms and Conditions; or
- suffer or incur any form of insolvency or enter into an arrangement with your creditors.

4.7. Yoti may terminate this Agreement with immediate effect:

- if you are or become a competitor of Yoti, or if you control any person or organisation which is a competitor of Yoti. Yoti shall determine if you are a competitor in its sole discretion; or
- if Yoti believes, in its absolute discretion, that your continued use of our service is causing harm to Individuals, our service to others or our reputation or goodwill.

5. Consequences of Termination

5.1. If this Agreement is terminated by either party for any reason:

- all rights granted to you under this Agreement shall cease; and
- you must stop using the Yoti Age Check Card and dispose of them.

5.2. 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.

5.3. Any provision of this Agreement that is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect notwithstanding termination.

6. Licence

6.1. "*Intellectual property rights*" means patents, copyright, trademarks, logos, and domain names, 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, renewals or extensions of 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.

6.2. You acknowledge that all intellectual property rights in or arising out of or in connection with the Yoti Age Check Card shall be owned by Yoti, and you do not have any rights in or to the Yoti Age Check Card, other than the limited licence granted to you under this Agreement.

6.3. You must not do and must procure that no person on your behalf does anything which could infringe the intellectual property rights of Yoti, including any of the intellectual property rights arising from or in connection with the Yoti Age Check Card or otherwise pursuant to the terms of this Agreement. Any and all rights not expressly granted to you under this Agreement shall be reserved to Yoti.

6.4. You must not do and must procure that no person on your behalf does anything which could infringe the intellectual property rights of any third party arising from or in connection with your use of the Yoti Age Check Card.

6.5. You grant to Yoti and its Affiliates a worldwide, non-exclusive, non-transferable, irrevocable licence to use such of your intellectual property rights solely as necessary in order to make available the Yoti Age Check Card in order that you may use the Yoti Age Check Card on the terms of this Agreement.

6.6. You agree that Yoti may use your company name, trading name, company contact details and logo(s): (a) on the Yoti website to show the Organisations who use Yoti (including in a searchable database of Organisations); and (b) in presentations, conferences and promotional materials where we showcase Organisations who use Yoti. We will ask your consent for uses beyond this. Our searchable database on our website may also list your name and contact information at our discretion. If you object to the foregoing being included in a searchable database you must notify us in writing within 14 days of acceptance of this Agreement.

7. Liability

Accuracy of age checks using Yoti Age Check Card

- 7.1. Yoti will use its reasonable skill and care in verifying or authenticating the age of Individuals during the onboarding process, but will have no liability to you, and hereby disclaims to the fullest extent possible under applicable laws all implied representations, warranties, conditions and terms in respect of the accuracy of age checks. All age checks using Yoti Age Check Card are done at your own risk.
- 7.2. Yoti gives no representation, warranty or undertaking in respect of the suitability of the Yoti Age Check Card or age data or any combination of them for any purpose whatsoever, including any decisions made, which you undertake at your sole risk. Our services may be used globally and in many sectors but we do not warrant that the Yoti Age Check Card, age data or any service provided to you will make you compliant with laws or regulations which may be applicable to you. In particular in the UK, Yoti Age Check Cards are currently not suitable for the sale of alcohol.
- 7.3. Yoti will use all commercially reasonable endeavours to ensure that the Yoti System is generally accessible and usable by Organisations and Individuals. However, Yoti gives no guarantee as to the availability of the Yoti System or any component of the Yoti System, or in relation to the capacity, latency, responsiveness, accuracy or proper operation of the Yoti System. If Yoti becomes aware of any defect affecting the operation of the Yoti System, we will take reasonable steps to restore the proper operation of the Yoti System in all material respects as soon as reasonably practicable and within Yoti's available resources, but Yoti gives no guarantees in relation to response times, fix times or otherwise.

8. Intellectual Property Rights

Yoti warrants to you that your use and access of the Yoti Age Check Card shall not infringe the intellectual property rights of any third party, provided your use of the Yoti Age Check Card is strictly in accordance with this Agreement. If the use of any intellectual property rights comprised in the Yoti Age Check Card are determined by a court of competent jurisdiction to infringe the intellectual property rights (as defined above) of any third party, Yoti's sole liability to you will be to do any of the following at Yoti's discretion: (a) securing a licence or other right to continue use of the relevant third party intellectual property right as part of the Yoti Age Check Card; (b) replacing the relevant part of the Yoti System; and (c) suspending or terminating provision of the relevant part (or, if necessary, the whole) of the Yoti Age Check Card.

9. General Liability

- 9.1. Except as expressly stated in this Agreement, Yoti provides the Yoti Age Check Card and the Yoti System "as is" and all representations, warranties, undertakings, conditions and other terms which might otherwise be implied into this Agreement are hereby excluded to the fullest extent permitted by law. Yoti gives no representation, warranty or undertaking in respect of the Yoti Age Check Card and Yoti System or otherwise in connection with this Agreement except as expressly set out in this Agreement.
- 9.2. Nothing in this Agreement limits or excludes the liability of either party for: (a) death or personal injury resulting from its negligence; (b) fraud or fraudulent misrepresentations; (c) any loss that may not be limited or excluded under applicable law; or (d) an indemnity given in this Agreement.
- 9.3. Subject to clause 9.2, Yoti shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:
 - 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 or damage to goodwill; and
- g. any indirect, consequential or incidental loss.

9.4. Subject to clause 9.2, the maximum aggregate liability of Yoti to you, any of your Affiliates or your Customers, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise shall be capped at £50.

9.5. The parties both agree that the above limitations and exclusions of liability reflects the commercially agreed allocation of risk between the parties for the Yoti Age Check Card and Yoti System, taking into account the free nature of the service and that the above limitations and exclusions of liability are reasonable and proportionate.

9.6. You indemnify on demand Yoti, our directors, our employees and our contracting parties against any and all losses, liabilities, costs (including professional costs), expenses, damages, interest and other sums suffered or incurred by or on behalf of Yoti arising directly or indirectly from any breach of this Agreement by you.

10. Force majeure

Yoti shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement where such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to failure of the internet, power outages, failure of third party networks, industrial actions (but not industry action affecting Yoti staff), war, civil unrest and terrorist activity.

11. Confidentiality

Each party shall keep confidential all information of a confidential nature (including pricing, 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 this 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 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 Agreement; 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.

12. General

12.1. **Waiver:** No failure or delay by a party to exercise in whole or part any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy.

12.2. **Entire agreement:** This Agreement contains the whole agreement between the parties relating to the use of the Yoti Age Check Card by you applied for when this Agreement was accepted by you to the exclusion of any other agreement or arrangement. Neither party has relied on any prior agreement, document or representation (including innocent and negligent misrepresentations) in entering into this Agreement. Nothing in this clause shall operate to exclude or limit a party's liability for fraud or fraudulent misrepresentation.

- 12.3. The parties agree that the provisions of Regulation 9 of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to the Agreement.
- 12.4. **Conflict of terms:** If there is any conflict between this Agreement and any Individual Terms and Conditions, the terms of this Agreement shall prevail.
- 12.5. If there is any conflict between the Yoti Website Terms of Use and this Agreement, the terms of this Agreement shall prevail.
- 12.6. **Severance:** If any term of this 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 section shall not affect the validity and enforceability of the rest of the Agreement.
- 12.7. **Third parties:** Except for Yoti's Affiliates, which may enforce the terms of this Agreement, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.
- 12.8. **Notices:** Any notice given to a party in connection with the Agreement shall be by email, which shall be deemed to have been received one business day after transmission, which shall be deemed to have been received immediately after transmission provided that no automatically generated email communicating an out of office response or failed delivery is received by the sender.
- 12.9. **Amendment of this Agreement:** Yoti is entitled to amend this Agreement at any time on 30 days' notice given on either our website or app, or otherwise communicated to you. Any amendments and additional terms will be effective on expiry of the notice and incorporated into this Agreement. Your continued use of the Yoti Age Check Card will be deemed acceptance of such updated terms and conditions.
- 12.10. **References in this Agreement:** If we refer to a statute or statutory provision, this reference includes amendments or re-enactments of that legislation, and any subordinate legislation.
- 12.11. Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall not limit the sense of the words preceding those terms.

13. **Governing Law and Jurisdiction**

This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or your use of the Yoti System.

Annex - Definitions

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement from time to time.

Individual means a person with an Individual Yoti Account or a person who interacts with the Yoti Age Check Card.

Individual Terms and Conditions means the terms and conditions found at <https://www.yoti.com/terms/> which govern the use of Individual Yoti Accounts by Individuals.

Individual Yoti Account means an account created by an Individual to use the Yoti app.

Organisation means the corporate entity or sole trader which uses the Yoti Age Check Card.

Yoti Privacy Policy means Yoti's privacy policy which can be found at <https://www.yoti.com/privacypolicy/>.

Yoti System means the Yoti operated system which powers the Yoti Age Check Card and the Yoti apps used by Individuals.

Yoti Website Terms of Use means Yoti's website terms of use which can be found at <https://www.yoti.com/terms>.