



### **YOTI ORGANISATION T&Cs (the "Agreement")**

This Agreement covers your use of the Yoti branded Products, as well as Digital ID Products branded 'Post Office EasyID' or Lloyds SmartID (for UK Organisations only). If you are buying a Post Office EasyID or Lloyds SmartID branded Product you are contracting with Yoti under the terms of this Agreement.

***By registering on the Yoti Hub, a legally binding contract on the following terms and conditions will be created between Yoti and the Organisation which agrees to this Agreement. The Organisation is referred to as "you" or "your".***

This Agreement is formed of: (1) the Terms (the first part of this Agreement) which apply to the use of all our Products; and (2) the Product Annexes which have specific clauses relevant to that Product only. A Product Annex only forms part of this Agreement from the point you first begin using that Product. So if you are not using a particular Product then that Product Annex is not relevant to you.

The Product Annexes are:

**Annex 1:** the Hub, which is the online platform you must register with and from which you can configure some of the Products, request API keys and store Attributes

**Annex 2:** Digital ID, including the features of: (a) Attribute sharing for age, identity verification or authentication; (b) showable Credentials (for example digital ID cards or testing results); and (c) shareable Credentials

**Annex 3:** Yoti IDV, including both: (a) the IDV Portal; and (b) IDV SDK

**Annex 4:** Age, including integration of Age Estimation via an API

**Annex 5:** In Branch Verification

**Annex 6:** Certified Products (IDV and DID)

*The person accepting this Agreement on behalf of an Organisation must (a) have first created an Individual Account in order to register the Organisation on the Hub and (b) be authorised to do so on behalf of the Organisation.*

*Do not accept this Agreement or use (or attempt to use) the Yoti Platform if you do not agree with or understand it. Use of the Yoti Platform will constitute continued acceptance of and agreement to this Agreement by you.*

We are Yoti ("**Yoti**", "**we**", "**us**", "**our**"). Please see clause 16 of the Terms for details of the Yoti company you are contracting with.

**Please note: clause 5.3 of the Terms states, among other restrictions, that you may not transfer any Receipts or Attributes sent to you from a Product to any third party. Breach of clause 5.3 of the Terms will be considered a material breach of these terms and conditions, giving Yoti the right to suspend or terminate your access to the Products immediately.**

## The Terms

### IT IS AGREED

#### Definitions

This Agreement uses phrases which have specific meanings. They are set out in Schedule 1.

#### 1. Integration and Documentation

Our Products allow an integrated approach using the Software, or instead a non-integrated service offering (eg the IDV Portal or a Page). This clause 1 only applies if you choose to integrate the Software and does not apply if you use a non-integrated service.

- 1.1. You may integrate the Software with your own platform. You are not permitted to share the Software with any other person unless we have agreed otherwise in writing. Yoti will provide Documentation (including an integration guide) to assist you with the integration process and use of the Yoti Platform. Please email [sdksupport@yoti.com](mailto:sdksupport@yoti.com) if you require more information.
- 1.2. It is your sole responsibility to ensure that the Software is properly integrated with your platform. Unless otherwise agreed, beyond providing the Documentation, Yoti does not commit to providing further support with the integration of the Software.
- 1.3. Yoti may amend the Software at any time in its absolute discretion. You are responsible for the integration of any amended Software with your platform at your sole expense and you must do so: (i) within 90 days of Yoti notifying you (by email is fine) if an SDK replacement is required by you; or (ii) within 30 days of Yoti notifying you (by email is fine) if the amendment requires a small amount of integration work by you in the reasonable opinion of Yoti (eg update to a line of script within the Software). Yoti will use its reasonable endeavours to inform you of any planned or actual changes to the Software or any other part of the Yoti Platform relevant to your use of the Software by informing you directly by email or by publishing a notification on the Hub or the development section of the Yoti website.
- 1.4. Your licence for development using a Yoti SDK is covered under the Yoti SDK Development Terms and Conditions, subject to clause 1.1 above. You are responsible for the safe keeping of your API key. If a third party uses your API key you will be responsible and liable to us for their use, including for Transaction Charges incurred.

#### 2. Organisational policies and data protection

- 2.1. When creating a Page, Application, using the IDV Portal or using a Product you must ensure your terms and conditions, privacy policy and any other relevant information are readily available to Customers who use them. You must ensure that all terms and conditions and privacy policies at all times comply with all applicable laws including, in particular, Privacy Laws applying to the receipt or processing of Personal Data by you.
- 2.2. Responsibility for the lawful processing of Customers' Attributes by or on your behalf is your sole responsibility and not the responsibility of Yoti.
- 2.3. Each Product Annex contains a statement about which of us is the Data Controller and which is a Data Processor. Schedule 2 to the Terms contains a Data Processing Agreement that governs our responsibilities when we are a Data Processor to you.

#### 3. Use of the Yoti Platform and the Software

##### Grant of licence

- 3.1. Yoti grants to you a non-transferable, non-sub-licensable, royalty free, revocable, non-exclusive licence to use the Yoti Platform from the date on which Yoti approves the opening of your Hub Account. This licence is automatically suspended during any period when your use of your

Hub Account is suspended and will terminate automatically and irrevocably on termination of this Agreement for any reason.

- 3.2. Where using Digital ID, You may only use the Lloyds Smart ID or Post Office EasyID branding if you are a UK organisation and are integrating Digital ID or using the Post Office in branch verification products. Any use of the names, logos, QR codes, the or otehr features supplied under Digital ID or the names or logos of any member of the DIDC Network must follow the Brand Addendum appended to Annex 2 or as contained in the Yoti SDKs and Documentation.
- 3.3. Yoti may amend any part of the Yoti Platform at any time in its absolute discretion with no prior warning to you.
- 3.4. If you are using the Yoti Platform to outsource any of your obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 then it is a condition of those Regulations that you remain responsible for failure to apply the measures required under the Regulations.

#### **Restrictions on use**

- 3.5. In relation to your use of the Yoti Platform, either during the term of this Agreement or at any time afterwards, it is a condition of this Agreement that you must:
  - a. only use it in compliance with all applicable laws and not be misleading or deceptive in your use;
  - b. only use the Yoti Platform to receive or exchange Attributes with Customers solely for proper and lawful business purposes and otherwise in accordance with this Agreement;
  - c. only make backup copies of the Software for your lawful use. You must keep a written record of the number and location of copies of the Software, which you must provide to Yoti on request, and take all reasonable steps to prevent unauthorised copying of the Software;
  - d. not use the Yoti Platform to determine if the Yoti Platform is within the scope of a patent;
  - e. not modify, copy, adapt, translate or create derivative works based on any part of the Yoti Platform, or attempt to discover any source code or underlying ideas or algorithms or reverse engineer, decompile or disassemble any part of the Yoti Platform for any purpose;
  - f. not attempt to gain, or gain, unauthorised access to, or disrupt the integrity or performance of the Yoti Platform or any Attributes;
  - g. not use the Yoti Platform, any Attributes or any generated results to directly or indirectly train any machine learning algorithm;
  - h. not use the Yoti Platform to commit, or with the intention to commit, any unlawful, fraudulent, dishonest, threatening, invasive or improper behaviour nor target, with the intention to exploit, any persons who are suffering from physical, emotional or financial distress;
  - i. not and are not permitted to sub-license, assign, hold on trust or novate this Agreement to or on behalf of any person;
  - j. provide all cooperation and information reasonably required by Yoti in relation to the Yoti Platform, including all information and materials reasonably required by Yoti to make the Yoti Platform available to you. You must ensure that such information is up-to-date and accurate in all material respects;

- k. not provide a service which is the same as or similar to the Yoti Platform, or use any part of the Yoti Platform to build a competitive product or service or copy its features, technology or user interface; or
- l. not act or omit to act in any way that results in damage to Yoti's business or reputation nor do anything that contradicts the letter or spirit of this Agreement.

#### **4. Quality and reliability of Attributes**

- 4.1. The number and type of Attributes that can be shared via the Yoti Platform, and the extent to which Yoti verifies any Attributes, will be determined by Yoti in its sole discretion from time to time. Yoti does not guarantee to provide any particular category of Attribute and may remove or amend any category of Attribute in respect of some or all Individuals and Organisations from the Yoti Platform at any time.
- 4.2. Yoti will perform its verification, authentication and onboarding (where necessary) of Individuals and/or their Attributes with reasonable skill and care, however Yoti does not guarantee that any Attributes are true, complete or accurate at any time. Yoti may change its onboarding or verification processes at any time. Yoti's liability in relation to the accuracy of Attributes is set out below.

#### **5. Use of Attributes**

- 5.1. You are permitted to use Attributes provided to you by Customers for your proper and lawful purposes.
- 5.2. You may use, process and extract Attributes provided to you by Customers only in accordance with your relevant policies (including your privacy policy) as such policies are amended from time to time and at all times in accordance with applicable laws. You are responsible directly to your Customers to process any Attributes provided to you by us in accordance with all Privacy Laws.
- 5.3. Except with the prior written consent of Yoti you may not resell, sublicense, lease, share, transfer, make representations about or otherwise make available any Attribute, Receipt, Yoti timestamped data or any information gleaned from the foregoing to any third party or as part of any joint venture or partnership with any third party. Further, you may not store any Attribute or Receipt in any publicly distributed ledger (such as a public blockchain) without our written prior consent, which we can withhold in our absolute discretion.
- 5.4. Yoti may, but has no obligation to you, submit identity documents and selfies of suspected fraudsters to law enforcement or government bodies to help those bodies in their detection and prevention of fraud. We may use identity documents submitted to Yoti by your customers to improve and train our anti-fraud techniques and to maintain a database of suspected fraudsters, all of which will be in line with our privacy policies.

#### **6. Third Party Service and ComplyAdvantage**

- 6.1. Yoti has no obligation to make any Third Party Services available via the Yoti Platform, but we may in our sole discretion choose to do so from time to time. We can withdraw the provision of any Third Party Service via the Yoti Platform at any time without giving you notice. Use of Third Party Services will be governed solely by the terms and conditions of the relevant Third Party Service provider and we are not liable to you. If you have an issue or a claim with the Third Party Services we may give assistance to you (at your cost) to resolve the issue or pursue the claim. Yoti does not guarantee that any Third Party Service is suitable for any particular purpose and as between Yoti and you the Third Party Service is provided "as is" and we disclaim any and all implied or express representations, warranties, terms or conditions in connection with the Third Party Service.

- 6.2. If you use ComplyAdvantage (usually in combination with Yoti IDV or Digital ID), then the following terms apply:
- a. you will make no attempt to extract ComplyAdvantage data in bulk;
  - b. you will not use ComplyAdvantage data to produce a system which competes with ComplyAdvantage; and
  - c. you will not use the ComplyAdvantage services in any way which brings ComplyAdvantage into disrepute.

## **7. Transaction Charges**

- 7.1. Transaction Charges shall be calculated in accordance with either the Pricing Schedule or the prices we have agreed with you in a written side letter. If we have agreed a price with you then this takes precedence over anything in the Pricing Schedule. We charge a standard set up fee for all new Organisations, unless agreed otherwise by a Yoti business representative. The set up fee is USD \$1,000 for Organisations based in the US and Canada, AUS \$1,250 for Organisations based in Australia and New Zealand, and GBP £750 for all other Organisations.
- 7.2. Some of our Products are free of charge or a reduced price if you are an Eligible Charity, please see the Pricing Schedule. In the future we reserve the right to recharge Eligible Charities at cost for third party verifications we need to perform.
- 7.3. Yoti may invoice you monthly in arrears at any time after the last day of the calendar month in which the Transaction Charges have been incurred. Yoti reserves the right to invoice you for Transaction Charges incurred in any month in the next month or any subsequent month if you have had a low volume of Transactions and/or your invoice is of low value. Yoti also reserves the right to request advance payment of Transaction Charges for any reason, including if your credit score drops or you have a history of making late payments to us.
- 7.4. All Transaction Charges are payable in pounds sterling and are exclusive of VAT.
- 7.5. Payment card details may be entered and saved in Hub to automatically pay for future invoices. Any card details entered are stored by our payment partner, Stripe, who will apply a charge to the saved payment card upon issuance of a new invoice. If you do not have a saved payment card in Hub, you shall receive a payment link, requiring you to enter your payment card details for each invoice issued to you. You must settle any outstanding invoices within 14 days of the date of the invoice.
- 7.6. If you fail to make any payment due to Yoti under this Agreement by the due date then, without limiting Yoti's other remedies, we may charge interest on the overdue amount at 4% per annum above Barclays Bank's sterling base rate from time to time. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, including before and after judgment. You must pay the interest together with the overdue amount.
- 7.7. You must pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Yoti may at any time, without limiting its other rights or remedies, set off any amount owed to it by you against any amount payable by Yoti to you.
- 7.8. Yoti may amend the Pricing Schedule at any time, on no less than 30 days' prior written notice to you. Notice will be given by email to you or at yoti.com. If you object you may terminate this Agreement in accordance with your rights below. Continued use by you is taken as acceptance of the amended Pricing Schedule.

## **8. Suspension and Termination**

- 8.1. The term of this Agreement is for one year from the date this Agreement is entered into. This Agreement automatically rolls over for successive 12 month periods (each a "Contract Year")

unless either party gives at least 30 days' prior written notice to the other party before the next renewal date.

### **Rights to suspend**

- 8.2. In addition to Yoti's right to suspend access to your Hub Account during the verification process, Yoti reserves the right to suspend for an indefinite period:
- a. your use of the Yoti Platform or the receipt of Attributes if any Individual with access rights to your Hub Account is suspended from their Individual Account;
  - b. your use of the Yoti Platform or the receipt of Attributes if access to any other Hub Account associated with you is suspended or terminated for whatever reason;
  - c. your use of the Yoti Platform or the receipt of Attributes if you fail to make any payment due to Yoti by the due date for payment. Yoti reserves the right to request advance payment from you after payment is made before your access to the Yoti Platform is resumed;
  - d. your use of the Yoti Platform or the receipt of Attributes if Yoti discovers or suspects that your terms of use or privacy policy are unlawful or do not provide adequate protection to Customers, or if you have breached your own terms of use or privacy policy with respect to Customers or if you are being investigated, or are awaiting investigation, by the Information Commissioner's Office or any other regulatory or governmental body in any jurisdiction;
  - e. your use of the Yoti Platform or the receipt of Attributes if Yoti suspects that you have committed a material breach of any term of this Agreement whilst it investigates that suspected breach;
  - f. your use of the Yoti Platform or receipt of Attributes if you do not respond in a timely manner to a query from us or one of your Customers concerning your use of the Yoti Platform or Attributes received from Customers; and
  - g. your use of the Yoti Platform or use of Attributes for any other reason whatsoever if Yoti believes, in its absolute discretion, that there is reasonable cause to do so.
- 8.3. Yoti will take reasonable steps to notify you of any planned or actual suspension of your Hub Account but will not be in breach of this Agreement if it does not do so.

### **Rights to terminate this Agreement**

- 8.4. 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 that is not remediable.
- 8.5. 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 or if a force majeure event continues for more than 30 days.
- 8.6. Yoti may terminate this Agreement with immediate effect if:
- a. you breach or exceed the conditions of use of the Yoti Platform;
  - b. where you are a sole trader, you breach our Consumer Terms and Conditions. We may also terminate with immediate effect if a director or senior person at your Organisation breaches our Consumer Terms and Conditions;

- c. you suffer or incur any form of insolvency or enter into an arrangement with your creditors;
  - d. you fail to pay any amount due under this Agreement on the due date for payment;
  - e. you have provided incomplete or inaccurate information to Yoti during the account set-up process or fail to maintain such information on a timely basis;
  - f. a territory you operate in introduces a data localisation requirement that affects the Attributes we store or where we must store them or introduces any law that could require Yoti to build a 'back door' to any data Yoti stores or processes. Alternatively, Yoti may elect on notice to you to restrict your use of Age Verification by territory rather than terminate the Agreement;
  - g. you are or become a competitor of Yoti or the Yoti Platform, or that you control any person or organisation which is a competitor of Yoti or the Yoti Platform. Yoti shall determine if you are a competitor in its sole discretion; or
  - h. Yoti believes, in its absolute discretion, that your continued use of our product is causing harm to Individuals, our product to others or our reputation or goodwill.
- 8.7. 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.
- 8.8. 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.

## **9. Consequences of termination**

- 9.1. If this Agreement is terminated by either party for any reason:
- a. all rights granted to you under this Agreement shall cease;
  - b. you shall stop using the Yoti Platform, the Software and your Hub Account;
  - c. you shall pay all outstanding amounts due by you to Yoti (with interest, if applicable), whether or not Yoti has submitted invoices relating to those amounts to you. The invoices shall be payable by you immediately on receipt; and
  - d. you shall permanently delete, destroy or return to Yoti (at Yoti's election) all copies of the Software and Documentation in your possession or control and on request shall promptly provide a signed declaration from a director that this paragraph has been complied with.

## **10. Licence and publicity**

- 10.1. You acknowledge that all Intellectual Property Rights in or arising out of or in connection with the Yoti Platform, the Attributes, Receipts and the Documentation is owned by Yoti, and you do not have any rights in or to the Yoti Platform, the Attributes, Receipts or the Documentation, other than the limited licence granted to you under this Agreement. Yoti uses the Post Office EasyID name and logo under licence from Post Office Limited and the Lloyds SmartID name and logo under licence from Lloyds Bank Group.
- 10.2. You must not do and must procure that no person on your behalf does anything which could infringe the Intellectual Property Rights of Yoti or Post Office Limited including any of the Intellectual Property Rights arising from or in connection with the Yoti Platform and/or the Documentation 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 or Post Office Limited.

- 10.3. 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 Platform.
- 10.4. By entering into this Agreement, you agree that Yoti may use your company name, trading name, company contact details and logo(s): (a) on the Yoti app or website to show the Organisations who use Yoti (including in a searchable database of Organisations); (b) in presentations, conferences and promotional materials where we showcase Organisations who use Yoti; and (c) in public announcements about acceptance of this Agreement and your use, or intended use, of the Products. We will ask your consent for uses beyond this. Our searchable database on our website may also list various other of your information and contact information at our discretion. If you object to information about your Organisation and key contact information being included in a searchable database you must notify us in writing within 14 days of acceptance of this Agreement.
- 10.5. Whenever you mention your identity or age verification publicly you must state that Yoti is the provider or use the phrase “powered by Yoti”.
- 10.6. You may not post a link to [www.yoti.com](http://www.yoti.com) on your website, social media channels, online materials or advertisements without the prior consent of Yoti (by email is fine), which Yoti may withhold in its absolute discretion.
- 10.7. Yoti warrants to you that your use and access of the Yoti Platform shall not infringe the Intellectual Property Rights of any third party, provided your use of the Yoti Platform is strictly in accordance with this Agreement. If the use of any Intellectual Property Rights comprised in the Yoti Platform are determined by a court of competent jurisdiction to infringe the Intellectual Property Rights 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 Platform; (b) replacing the relevant part of the Yoti Platform; and (c) suspending or terminating provision of the relevant part (or, if necessary, the whole) of the Yoti Platform.

## **11. Liability**

### **Accuracy of Attributes**

- 11.1. Yoti will use its reasonable skill and care in verifying or authenticating (including when using the Products in which Attributes are estimated, like Age Estimation) Attributes from Individuals, 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 any Attributes (including Third Party Attributes), whether verified by Yoti or not; all Attributes are acquired and used by you at your own risk. Where Yoti is reselling a third party data service (eg for AML or identity checks) then Yoti is not liable to you if the data received by Yoti is inaccurate in any way.
- 11.2. Yoti gives no representation, warranty or undertaking in respect of the suitability of the Attributes or any combination of them for any purpose whatsoever, including any decisions made or processes (whether automated or otherwise) used by you to enter into, develop, progress, suspend, terminate, reduce or end any agreement, arrangement, relationship, licence or transaction, or to provide any product, service, membership, access or other facility to any person whatsoever, all of which you undertake at your sole risk. The Products may be used globally and in many sectors but we do not warrant that the Attributes or any Product will be compliant with, or make you compliant with, laws or regulations which may be applicable to you.

### **Availability and functionality of the Yoti Platform**

- 11.3. Yoti will use all commercially reasonable endeavours to ensure that the Yoti Platform is generally accessible and usable by Organisations and Individuals. However, Yoti gives no

guarantee as to the availability of the Yoti Platform or any component of the Yoti Platform, or in relation to the capacity, latency, responsiveness, accuracy or proper operation of the Yoti Platform. If Yoti becomes aware of any defect affecting the operation of the Yoti Platform, we will take reasonable steps to restore the proper operation of the Yoti Platform 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.

- 11.4. Unless agreed otherwise, Transaction Charges are only payable by you when Attributes are actually exchanged via the Yoti Platform. Accordingly, Yoti will not be liable to pay (or repay) to you any amount by way of compensation for any defect or availability of the Yoti Platform.
- 11.5. Yoti monitors onboarding experience and wait times by country and document type. For Digital ID, if there is a high number of Individuals within a certain group (eg document type from a specific country) creating a Yoti app account for your service and you are either (i) not accepting those Individuals onto your service or (ii) not targeting those Individuals specifically, then Yoti reserves the right to withdraw support for that group in order to protect other Individuals' experience with the Yoti app. If there are a large number of Individuals using a certain document type that Yoti cannot automate data extraction and face match checks on, and this risk was not agreed with Yoti in advance, then Yoti reserves the right to take mitigating action including deprioritising the checks, withdrawing support for that document and/or (on notice to you) increasing the Transaction Fees payable by you for those Individuals.

## **12. General Liability**

- 12.1. Except as expressly stated in this Agreement, Yoti provides the Yoti Platform and Software "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 Platform or otherwise in connection with this Agreement except as expressly set out in this Agreement.
- 12.2. 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; (d) any Transaction Charge due; or (e) under an indemnity given in this Agreement.
- 12.3. Subject to clause 12.2, 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. wasted expenditure;
  - f. loss of use or corruption of software, data or information;
  - g. losses arising from enforcement action by regulators, including any fines;
  - h. loss or damage to goodwill; and
  - i. any indirect, consequential or incidental loss.
- 12.4. Subject to clause 12.2, 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 the higher of: (i) a sum equal to 125% of the Transaction Charges you have actually paid to us in the prior 12 months to the breach; and (ii) £2,000.
- 12.5. 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 Platform, taking into account the Transaction Charges, and that the above limitations and exclusions of liability are reasonable and proportionate.

- 12.6. 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.
- 12.7. Each party acknowledges and takes full responsibility for any activities it carries out in relation to where liability falls on it under this Agreement.

### **13. Force majeure**

Yoti shall not be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement where such delay or failure results 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, failure of AWS or Azure, industrial actions (but not industry action affecting Yoti staff), war, pandemics, civil unrest and terrorist activity. Yoti may take mitigating measures to reduce the impact of a force majeure event.

### **14. Confidentiality**

- 14.1. Each party shall, for the duration of this Agreement and thereafter, keep confidential all information of a confidential nature (including pricing, trade secrets and information of commercial value) which may become known to such party and which relates to or is owned by 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 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 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 confidential information.
- 14.2. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as otherwise permitted in this Agreement or as required by a binding order from any governmental or regulatory authority which has the authority to force disclosure, any court or other authority of competent jurisdiction, providing that the disclosing party is given a reasonable time to dispute the order if possible.

### **15. General**

- 15.1. **Audit:** the security of the Yoti operations and technical systems are audited to both ISO 27001 and SOC 2 standards each year. The Age product is also audited to the requirements of the United Kingdom PAS 1296 (online age verification). Please contact us if you wish to review our SOC 2 and PAS 1296 report.
- 15.2. **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.
- 15.3. **Entire agreement:** This Agreement contains the entire agreement between the parties relating to the use of the Yoti Platform by you 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.
- 15.4. The parties agree that the provisions of Regulation 9 of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to the Agreement.

- 15.5. **Conflict of terms:** If there is any conflict between this Agreement and any Individual Terms and Conditions, the terms of this Agreement shall prevail. If there is any conflict between the Yoti Website Terms of Use and this Agreement, the terms of this Agreement shall prevail.
- 15.6. **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.
- 15.7. **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.
- 15.8. **Notices:** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing through the Hub, which shall be deemed to have been received 1 business day after transmission, or by email which for you shall be to the email address you used to create your account on the Hub and for us shall be the email address provided below, 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.
- 15.9. **Amendment of this Agreement:** Yoti is entitled to amend this Agreement at any time and to add new or additional terms or conditions on your use of the Yoti Platform 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 Platform will be deemed acceptance of such updated terms and conditions.
- 15.10. **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. Any phrase introduced by the terms **including**, **include**, or **in particular**, or any similar expression, are illustrative and do not limit the words preceding those terms.
- 15.11. **Subcontracting and Assignment:** Yoti may subcontract or assign any of its rights and obligations in this Agreement to its Affiliates, provided that the Yoti entity you are contracting with remains directly responsible to you. Please note that all services carried out in respect of data subjects located anywhere in the United States of America are carried out by Yoti USA, Inc. using technology licensed from Yoti Limited.
- a. 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; and
  - b. if we are bringing court action against you then the courts of England and Wales shall have non-exclusive jurisdiction and if you are bringing court action against us then the courts of England
- Contracting Party, Governing Law, Notices and Jurisdiction**
- a. Who you are contracting with, the address to which you should send notices, which law applies in the event of a dispute and which courts have jurisdiction depend on where you are domiciled.
  - b. If you are domiciled in the Republic of India then:
    - a. you are contracting with **Yoti Biometric Identity Private Limited** whose CIN is U74999DL2016FTC306577 and whose registered address is 183 Ground floor Gayatri Tech Park EPIP Near iGate Whitefield Road KIADB Industrial Bangalore-66. You can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at our registered address;

- b. 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 India; and
- c. the courts of India shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or your use of the Yoti Platform.
- c. If you are domiciled in the USA or Canada then:
  - a. you are contracting with **Yoti USA Inc**, a company registered in California whose company registration number is C4047096 and whose registered office is at 345 Grove Street, Second Floor, San Francisco, CA94102. You can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at our United Kingdom registered office address;
  - b. 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; and
  - c. if we are bringing court action against you then the courts of California shall have non-exclusive jurisdiction and if you are bringing court action against us then the courts of England and Wales shall have exclusive jurisdiction, in each case to settle any dispute or claim that arises out of or in connection with this Agreement or your use of the Yoti Platform.
  - d. If you are domiciled in Australia or New Zealand then:
    - a. you are contracting with **Yoti Australia Pty Ltd**, a company registered in Victoria whose company registration number is (ABN 49 634 795 841) with registered offices at The Hub Southern Cross, L2 696 Bourke Street, Melbourne, 3000, Victoria Australia. You can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at the above address;
    - b. 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 Victoria; and
    - c. the courts of Victoria shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or your use of the Yoti Platform.
    - e. If you are domiciled anywhere outside of the Republic of India, USA, Canada, Australia and New Zealand then:
      - c. you are contracting with **Yoti Limited**, a company registered in England and Wales whose company registration number is 08998951 and whose registered office is at 6th Floor, 107 Leadenhall St, London, EC3A 4AF, United Kingdom. Our registered VAT number is 199947617. You can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at our United Kingdom registered office address;
      - d. d and Wales shall have exclusive jurisdiction, in each case to settle any dispute or claim that arises out of or in connection with this Agreement or your use of the Yoti Platform.

## Schedule 1 to the Terms - 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.

**Age Estimation** means the age estimation product powered by Yoti which may involve a liveness test and is provided via an API. Please see [Yoti's facial age estimation white paper](#) for more information.

**Age Verification service** means the online portal at age.yoti.com which allows Organisations to use Age Estimation, Digital ID, Yoti IDV and other third party checks to receive a data-minimised age from their customers.

**Application** means any application that is developed and hosted by you or on your behalf, to interface with the Yoti Platform using Digital ID through the Yoti SDKs or Yoti APIs.

**Attribute** means an item of personal data or document image relating to an Individual and includes identity data verified by Yoti, unverified data submitted by an Individual, Third Party Attributes and any metadata or statement relating to an Individual.

**Customer** means a customer of an Organisation, being an Individual who requests to share or exchanges Attributes with the Organisation using their Individual Account.

**Data Controller, Data Processor and Personal Data** have the meaning in the Privacy Laws;

**Digital ID or DIDC** means the app(s) owned and made available by Yoti from time to time on the Apple App Store, Google Play and other platforms from time to time (in the branding of the relevant Brand Owners as defined in the Addendum to Annex 2.).

**Documentation** means any document and guidance (whether in electronic or hard copy) issued by or on behalf of Yoti to assist you in using the Yoti Platform.

**Eligible Charity** means a charity (generally registered in its local jurisdiction) which Yoti determines in its discretion qualifies as an Eligible Charity. We will confirm within 30 days of registration. Please see our FAQs on our website which sets out our non-binding criteria.

**Hub** means a web application developed and made available by Yoti to Organisations which allows you to manage your Hub Account.

**Hub Account** means an account created by an Organisation in order to use the Yoti Platform.

**IDV SDK** means the implementation of Yoti IDV using an SDK.

**IDV Portal** means the implementation of Yoti IDV using an online portal.

**In Branch Verification** or **IBV** means the Post Office branch verification journey, described in Annex 5.

**Individual** means a person with an Individual Account or a person who interacts with a Product (for example Age Estimation, powered by Yoti).

**Individual Terms and Conditions** means the terms found at <https://www.yoti.com/terms/> or its equivalent for other DIDC brands, which govern the use of Individual Accounts by Individuals.

**Individual Account** means an account created by an Individual to use Digital ID.

**Intellectual Property Rights** means patents, rights to inventions, copyright, trademarks, logos and service marks, business names and domain names, 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, renewals or extensions and all similar or equivalent rights which subsist or will subsist in the future in any part of the world.

**Organisation** means you, or any other organisation which has read and accepted these terms and conditions and created an Hub Account.

**Page** means a webpage created by you and hosted by us on the Yoti Platform to enable Customers to exchange Attributes with you using Digital ID.

**Pricing Schedule** means the pricing available on [yoti.com/business](https://yoti.com/business).

**Privacy Laws** means the UK General Data Protection Regulation 2016, the Data Protection Act 2018 and other applicable and equivalent local data protection laws.

**Product** means one of Yoti's products, described in a Product Annex.

**Product Annex** means one of the annexes to this Agreement.

**Receipt** means a receipt or other token confirming the exchange of one or more Attributes between you and a Customer as part of a Transaction.

**Software** means all software and code made available by us to you in accordance with this Agreement, including Yoti APIs and Yoti SDKs.

**Terms** means the main part of this Agreement, including its Schedules.

**Test Data** means any medical test results, vaccination, antibody or the fact an Individual has received immunisation.

**Third Party Attribute** means data relating to an Individual that is added to that person's Individual Account profile either by the Individual or an Organisation, which data may or may not be verified by a third party, and which could include data presented in an 'ID card' format in Digital ID or Test Data.

**Third Party Services** means the products or services of third parties which Yoti may make available to you via the Yoti Platform from time to time such as, for example only, credit check or anti-money laundering check services.

**Transaction** means the receipt or exchange of one or more Attributes between Customers and you via the Yoti Platform.

**Transaction Charges** means the charges payable by you in respect of Transactions.

**Yoti API** means an application programming interface provided by Yoti to allow Organisations or Individuals, including you, to use the Yoti Platform.

**Yoti IDV** means the one time verification of identity and address documents solution, implemented using either IDV SDK or the IDV Portal.

**Yoti Platform** means Yoti's systems (including front end and back end) used in providing the Products including but not limited to Digital ID, IDV SDK, IDV Portal, In Branch Verification, **Yoti Privacy Policy** means Yoti's privacy policy which can be found at <https://www.yoti.com/privacypolicy/>.

**Yoti SDK(s)** means one or more software development kits or libraries or application programming interfaces which allow Organisations or Individuals, including you, to communicate with and use other components of the Yoti Platform.

**Yoti SDK Development Terms and Conditions** means the [MIT open source licence](https://www.yoti.com/terms/identity-verification) for Digital ID SDKs and for Yoti IDV: <https://www.yoti.com/terms/identity-verification>

**Yoti Verified Tick** means the blue tick symbol that appears next to attributes that have passed Yoti's various security checks.

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

## **Schedule 2 to the Terms - Data Processing Annex**

This Schedule 2 applies in accordance with clause 2.3. In respect of Organisations with American Customers, Yoti certifies that it understands and will comply with its obligations under the Californian Consumer Privacy Act 2018.

Yoti shall, as a Data Processor (known as a 'service provider' in some other Privacy Laws):

- a. only use the Personal Data for the legitimate purposes of performing its obligations under this Agreement and for no other purposes unless instructed to do so by you;
- b. act only on written lawful and reasonable instructions from you in relation to the Personal Data;
- c. comply with all the relevant requirements of the Privacy Laws;
- d. not sub-contract the processing of any of the Personal Data to any third party without your prior consent. You agree that Yoti may use its Affiliates, Amazon Web Services and Azure as sub-processors. Please note that all services carried out in respect of data subjects located anywhere in the United States of America are carried out by Yoti USA, Inc. using technology licensed from Yoti Limited;
- e. ensure that appropriate technical and organisational security measures are in place against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with the Privacy Laws;
- f. take reasonable steps to ensure the reliability of any of its employees, agents and contractors who have access to the Personal Data;
- g. only transfer Personal Data outside of the UK / European Economic Area (as applicable) in compliance with Privacy Laws;
- h. assist you with an Individual's rights request to the extent we can;
- i. either delete Personal Data as soon as the relevant service is provided, or provide you with the ability to export or delete the Personal Data;
- j. reasonably demonstrate compliance with this Schedule 2 on request by you; and
- k. inform you promptly on becoming aware of a breach of security in relation to your Personal Data.

Yoti shall use its reasonable endeavours to assist, as needed and as far as we technically can, you to demonstrate your compliance with your obligations under Privacy Laws (in connection to this Agreement) relating to:

- a. security;
- b. breach notifications;
- c. data protection impact assessments; and
- d. prior consultation.

## **Annex 1 - the Hub**

The Hub is an online platform where entities can apply to be a verified Organisation and where Organisations can obtain API keys, configure the Products and view and manage Receipts. You may access the Hub at [hub.yoti.com](https://hub.yoti.com) or such other domain address as updated by Yoti and notified to you from time to time. You may use the Hub to create and administer Pages, Applications and use the IDV Portal to facilitate Transactions with your Customers.

### **1. Setting up your Organisational Account**

- 1.1. To set up or access an Hub Account an Individual must be authorised by you to create an Hub Account on your behalf. You may subsequently authorise additional Individuals to access your Hub Account and determine the access permissions of each such Individual.
- 1.2. You warrant and represent that the Individual who establishes the Hub Account has the authority to bind you by agreeing to this Agreement.
- 1.3. We strongly recommend that you appoint a second administrator to your Hub Account. Particularly if you are a sole trader or your Organisation only has one director. This is because the security of Digital ID means that if you are unable to use Digital ID to log in to your Hub Account for any reason (due to your incapacity for example) we do not have the ability to access your account.
- 1.4. You must ensure that any information relating to your Organisation is true and accurate in all material respects at the time that it is supplied to Yoti. You must use your best efforts to keep all information about your Organisation on the Yoti Platform up to date at all times.

### **2. Verification of your Hub Account**

- 2.1. The Individual applying for your Hub Account must enter the information required by Yoti at the account creation page. Yoti may request further information from you about your Organisation, both after as well as before approving your Hub Account. Yoti may use third party databases (such as the UK's Companies House) to verify the information provided by an Individual about you.
- 2.2. Until Yoti approves your application for a Hub Account your status will appear as pending. Approval of an application for a Hub Account will in every case be at Yoti's sole discretion and if we reject your application your Hub Account may be suspended or closed.
- 2.3. Yoti may suspend your Hub Account if you provide insufficient or inaccurate information, if Yoti is unable to verify any information provided about you, if you do not provide additional information when requested by Yoti, if your account registration appears suspicious or Yoti has any other concerns about you, your identity or the purpose for which you intend to use an Hub Account.

### **3. Data Protection, licence and liability**

- 3.1. When storing Attributes for you on the Hub we are acting as your Data Processor. We will do so in accordance with Schedule 2 to the Terms.
- 3.2. You are responsible for all content (including all underlying code, data, links and functionality) forming part of any Page or Application.
- 3.3. You hereby grant to Yoti an irrevocable, non-exclusive, royalty-free, worldwide licence to receive, store and use all Pages or Applications and all content of Pages and Applications for the purposes of providing the Yoti Platform to you.
- 3.4. Receipts of your Transactions may be stored on the Hub or may be sent directly to you. Yoti's current intention is not to delete these Receipts but Yoti reserves the right to change this policy in the future. Unless agreed otherwise, Yoti shall not charge for the retention of Receipts but Yoti reserves the right to charge in the future dependent on factors which may

include length or volume of storage, changes in legislation and frequency of access of Receipts. You should export your Receipts and should not solely rely on Yoti continuing to store Receipts for you, even if we have agreed to. Yoti shall not be liable to you under contract, tort, negligence or statute if we intentionally delete your Receipts (unless we have expressly agreed to store them for you), your Receipts are lost or corrupted or we cannot access your Receipts for any reason.

#### **4. Content Standards**

You must ensure that material on the Hub:

- a. is accurate and complies with any applicable laws;
- b. does not contain any information which is defamatory, obscene, inflammatory or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;
- c. does not contain sexually explicit material or violence or promote any illegal activity;
- d. does not infringe the Intellectual Property Rights of any other person;
- e. is not likely to deceive any person;
- f. does not breach any legal duty owed to a third party;
- g. is not used to impersonate any person or organisation, or to misrepresent someone's identity or affiliation with any person; and
- h. does not advocate, promote or assist any unlawful act including copyright infringement or computer misuse.

#### **5. Use of the Hub, Pages, Applications and the IDV Portal**

- 5.1. You must procure that authorised Individuals only use the Hub (and any information contained in it, including Attributes and Receipts) for proper and lawful business purposes and in accordance with the terms of this Agreement.
- 5.2. You are responsible for terminating access to your Hub Account for any Individual that you no longer want to have access to the Hub for any reason. You must do this via the Hub.
- 5.3. Anonymised data indicating the number and type of time stamped Attributes exchanged with Customers will be accessible by Yoti for use in accordance with and for the purposes of this Agreement and the provision of the Yoti Platform to you.

#### **6. Security**

- 6.1. You must access the Hub using the Individual Account of an authorised Individual or otherwise using login details as may be provided to you by Yoti from time to time.
- 6.2. Only an Individual who is authorised with the necessary permissions to access the Hub may access the Hub on your behalf.
- 6.3. You are responsible for any loss or damage resulting from misuse of an Hub Account or misuse of any Individual Account in connection with your Hub Account, or use of login details supplied to you by Yoti, by any Individual who is authorised with the necessary permissions to access the Hub or by any third party, either with or without your knowledge. You shall notify Yoti immediately if you notice or suspect any unauthorised use of your account, misuse of login details, or any other breach of security.

#### **7. Adding links within the Hub**

- 7.1. You may add url links to your Page and Application login screens within the Hub, provided you do so in a way that is fair and legal and does not damage Yoti's reputation.
- 7.2. You may not display links in such a way so as to suggest any form of association, approval or endorsement by Yoti where none exists.
- 7.3. Yoti reserves the right to withdraw the linking functionality without notice in its absolute discretion.

## **Annex 2 - Digital ID**

Digital ID is a consumer controlled application available on Android and iOS and is how Yoti delivers three features:

- A. Attribute sharing by an Individual using Digital ID. This requires a Yoti SDK, Page or Application that you have set up. The Attributes can be stored in Hub or be sent directly to your systems. Attribute sharing can be used to verify age, verify identity and also to authenticate returning users.
- B. Showable Credentials, which includes (a) a digital ID card where the identity details have been given to Yoti by a trusted issuing authority (eg a school or employer) and (b) a showable test result; and
- C. Shareable Credentials, which is sharing information about an Individual given to Yoti by a trusted issuing authority (a 'Third Party Attribute' - eg medical test result or exam result) or unverified information supplied by the Individual.

### **1. Data Protection**

- 1.1. We are a Data Controller of Attributes that Individuals provide to us, and at the point Attributes are shared with you by an Individual you become a Data Controller of those Attributes in your own right. However, we are acting as your Data Processor where we are sent or have access to personal data in order to produce and share Third Party Attributes. Where we are acting as your Data Processor we will do so in accordance with Schedule 2 to the Terms.
- 1.2. You must not use Digital ID as the only method for your or another entity's staff or customers to access a specific service or product they are obliged to use. You must offer an alternative method. This is to ensure Yoti can collect valid consent to biometric processing.
- 1.3. You must only request that Customers share Attributes with you that are reasonably necessary and lawful for the purpose for which you request them in accordance with the "data minimisation" principle within the EU General Data Protection Regulation 2016. Yoti may in its discretion restrict, suspend or terminate use of the Yoti Platform by any Organisation which Yoti believes to be requesting excessive or inappropriate types or volumes of Attributes from Customers.
- 1.4. Yoti reserves the right to vet, prevent request or suspend Organisations requesting the document image Attribute if Yoti believes acting reasonably that the Organisation will not or is not applying sufficient security to the document image Attribute.
- 1.5. If you are providing Third Party Attributes to Yoti, you warrant as a condition to this Agreement that you will only provide data that you have verified as being correct, accurate, up to date and not mis-leading and that you will revoke the Third Party Attribute as soon as you have actual or constructive knowledge that it is no longer accurate or up to date. In addition if the Third Party Attribute is Test Data, you warrant as a condition to this Agreement that it has been produced following all applicable test guidelines, ensuring all controls are strictly adhered to and using suitably qualified practitioners, as appropriate to the intended reliance by recipients of the Third Party Attribute.

### **2. Liability and Transaction Charges**

- 2.1. Where Yoti verifies Attributes relating to Individuals it does so at the point at which the relevant source identity document or other information is first submitted. Yoti does not update or re-verify any Attributes of Individuals which subsequently change or expire. Individuals are responsible for the accuracy of their Attributes and for keeping their Attributes up-to-date. Organisations may request a re-verification of an Attribute relating to a Customer, and shall be charged separately for each such re-verification. Yoti is able to receive Attributes in the form

of Third Party Attributes from trusted issuing authorities. Yoti does not guarantee that any Third Party Attributes have been issued to Yoti correctly.

- 2.2. You may have the ability to accept, or not, different source identity documents. Some identity documents are more reliable than others. It is your responsibility to ensure you select the identity documents acceptable to you.
- 2.3. Yoti reserves the right to cease supporting Digital ID for older operating systems that are no longer supported by Android or Apple and for phone models that are not used by a significant proportion of Yoti users in Yoti's absolute opinion. Yoti is not liable to you if Google or Apple remove Digital ID from their respective app stores for any reason.
- 2.4. The chargeable events for receiving Attributes or Credentials from an Individual using Digital ID is when a transfer of any Attribute is completed. The chargeable event for creation of a showable Credential (a digital ID card or Test Result) is when the details of the Individuals to be issued the showable Credential are received by Yoti.
- 2.5. Your right to interact with any one or more of the DIDC applications is at the sole discretion of Yoti and/or the Brand Owner (as identified in the Brand Addendum) and may be removed at any time without liability should the relevant Brand Owner assess that it does not want you to use the application relevant to its branding.

### **3. 'Tiles' in the 'Explore' section of Digital ID**

- 3.1. If you have a 'tile' in the Digital ID product then you warrant and represent to Yoti that both the tile and all content that is linked to the tile that an Individual can discover:
  - a. is accurate and complies with any applicable laws;
  - b. does not contain any information which is defamatory, obscene, inflammatory or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;
  - c. does not contain sexually explicit material or violence or promote any illegal activity;
  - d. does not infringe the Intellectual Property Rights of any other person;
  - e. is not likely to deceive any person;
  - f. does not breach any legal duty owed to a third party;
  - g. is not used to impersonate any person, or to misrepresent someone's identity or affiliation with any person; and
  - h. does not advocate, promote or assist any unlawful act including copyright infringement or computer misuse.
- 3.2. If we have agreed to display a 'tile' that links to your own website or application in return for commission or a referral fee, then we both must sign Yoti's standard Affiliate Marketing Agreement which governs the rules around referrals and commission earned through the tiles.

## Digital ID Connect Brand Addendum

### 1. Definitions

- 1.1. The below definitions shall apply in this DIDC Addendum. Any capitalised terms not defined below will have the meaning given to them in the Agreement.

|                         |                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Brand Licence</b>    | The licence granted for the use of a Brand under clause 4.1 hereof. Depending on the context this may be for each Brand Licence individually or all Brand Licences.                                                                                              |
| <b>Asset Guidelines</b> | means the Brand Owner's guidelines (as amended from time to time) relating to the use of the relevant Brand including but not limited to their colour, size, resolution, orientation and quality standards as may be provided to you by Yoti or the Brand Owner. |
| <b>Brands</b>           | The Brands associated with DIDC as identified at Schedule 1.                                                                                                                                                                                                     |
| <b>Brand Owner</b>      | The legal entity identified as owning a particular Brand at Schedule 1                                                                                                                                                                                           |
| <b>DIDC</b>             | The Digital ID Connect services offered under Digital Identity                                                                                                                                                                                                   |
| <b>Territory</b>        | United Kingdom, Isle of Man and the Channel Islands and any other territories that Yoti may notify you of from time to time                                                                                                                                      |

### 2. Incorporation into the Agreement

- 2.1. This DIDC Addendum is incorporated into and part of the Agreement between the parties.
- 2.2. Where in the Agreement there is any reference to the use of Yoti's Digital ID or any use of Product, Software, Application or similar that directly or by implication would be use of Digital ID, the terms relating thereto shall apply equally to any and all use of DIDC.
- 2.3. Where there is any conflict with the Agreement and this DIDC Addendum, the terms of the DIDC Addendum shall take precedence.

### **3. Brand Licence**

- 3.1.** Subject to compliance with this DIDC Addendum, in relation to each Brand, Yoti is authorised to licence or sub-licence (as the case may be) and hereby does grant to you a non-exclusive, revocable, non-transferable, non-sublicensable and personal licence in the Territory for the duration of the Agreement to display each Brand (or such brands as are not expressly excluded as may be notified to you by Yoti) solely on those page(s) of your website and online customer journey, or printed assets and physical customer journey strictly as implemented by Yoti, and only for the purpose of, and for as long as:
- a) you are, authorised to use DIDC; and
  - b) the Brand owner is part of DIDC.
- 3.2.** The Brand Licence is granted only in relation to the industry, sector or activity use case that Yoti was aware of for you at the time of the Agreement or has subsequently been approved in advance by Yoti. If you plan to use DIDC for any other use you must notify Yoti in advance and provide such information as Yoti reasonably requests. No Brand Licence is granted until you have received written approval of the use case from Yoti.
- 3.3.** To continue to receive the benefit of the Brand Licence you hereby agree and undertake:
- 3.3.1.** to:
- a) use the Brand only in connection with DIDC in accordance with this DIDC Addendum;;
  - b) only use any Assets as are supplied to you, or pre-approved, by Yoti; and
  - c) comply with the terms of the relevant Asset Guidelines.
- 3.3.2.** Not to:
- a) amend, alter, adapt or otherwise change any branding or materials containing any branding that is supplied to you by Yoti except in accordance with clause 5.1, below or with the prior approval of Yoti;
  - b) use any Brand for any purpose other than as licensed herein;
  - c) sublicense or in any other way make any Brand available to any other person, or permit another person to use the Brand without the prior written consent of the relevant Brand Owner;
  - d) represent that you have any rights in and to the Brand (other than as licensed under this clause 3); or
  - e) do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to any Brand or the reputation or goodwill associated with the Brand or the Brand Owner, or that may invalidate or jeopardise any registration of any Brand.
- 3.4.** You recognise, acknowledge and accept that the Brand Owner shall be entitled to enforce the terms of the Brand Licence directly against you.
- 3.5.** You acknowledge that all goodwill derived from use of a Brand shall accrue to the Brand Owner. If Yoti or the relevant Brand Owner directly, at any time, call for a document confirming the assignment of such goodwill, you shall upon request execute the same.

### **4. Audit Right**

- 4.1.** Yoti may audit your use of any materials relating to a Brand during the term of the Brand Licence. Such audits may include (without limitation):
- 4.1.1.** conducting spot checks not less than twice a year on any of your premises where any Brand is displayed;

- 4.1.2. requiring upon request photographic evidence of the use of the any printed Assets from you;
- 4.1.3. upon request you providing Yoti with certification of your compliance with any Asset Guidelines or other aspects of this DIDC Addendum.

## **5. Variation, Suspension or Termination of the Brand Licence**

- 5.1. The Brand Owner or Yoti may at any time require you to amend, replace or remove any Assets. Where this happens, you must do so within the timeframe notified and certify the same to Yoti.
- 5.2. Each and every Brand Licence may be terminated immediately on written notice by Yoti or the relevant Brand Owner for any reason. Upon receiving such notice all use of any Brands must stop immediately or within such time frame as may be specified in the notice.
- 5.3. You recognise that upon termination of a Brand Yoti may, with no liability to you, take such steps as Yoti deems appropriate in its sole discretion, as are necessary to withdraw, block or disable your use of the relevant Brand(s).

## **6. Indemnity**

- 6.1. You hereby indemnify Yoti against all losses (including damages, settlement costs, defending lawsuits and regulatory action against us) for any failure to meet or comply with your obligations or any restrictions under this DIDC Addendum.
- 6.2. The indemnity granted at clause 6.1 shall include any costs incurred by Yoti in taking such action as a Brand owner may require to enable the Brand Owner to enforce the terms of any sublicense it has granted to you hereunder against Yoti or you.

## **7. Confidentiality**

- 7.1. Notwithstanding any obligations for confidentiality as may exist between Yoti and you, Yoti may notify the relevant Brand Owner immediately:
  - 7.1.1. About any information you provide under clause 3 hereof;
  - 7.1.2. Such information as may be reasonably necessary to ensure you receive the benefit of the Brand Licence; or
  - 7.1.3. if we become aware that you have breached any of the terms of the Brand Licence.

## **Schedule 1: Brand and Brand Owners**

| <b>Brand</b>         | <b>Brand Owner</b>   |
|----------------------|----------------------|
| Digital ID Connect   | Yoti Holding Limited |
| Lloyds Bank Smart ID | Lloyds Bank plc      |
| Yoti                 | Yoti Holding Limited |
| Post Office Easy ID  | Post Office Limited  |

### **Annex 3 - Yoti IDV, including both (A) the IDV Portal and (B) IDV SDK**

Yoti IDV is our embedded document capture, data extraction and verification solution, which is integrated into your own user journey, and which results in verified or unverified Attributes being sent to your own systems by Yoti. Unlike Digital ID, the identity verification is a one-off transaction.

Yoti IDV can perform data extraction checks on its supported identity documents as well as 'proof of address' checks on its supported address documents, such as utility bills and bank statements.

Yoti IDV can be used by you either:

- a) as a service using the IDV Portal; or
- b) integrated into your systems using the IDV SDK.

#### **1. Data Protection and biometrics**

- 1.1. When operating Yoti IDV for you and when storing any Attributes on the Hub we are acting as your Data Processor.
- 1.2. You must not use IDV as the only method for identity verification. You must offer an alternative method. This is to ensure Yoti can collect valid consent to biometric processing.
- 1.3. Yoti IDV includes an option to collect consent from the Individual before they use Yoti IDV. If you are using the face match or liveness checks within Yoti IDV and the Individuals interacting with Yoti IDV are from a territory where consent is required for biometric processing (for example the states of Illinois, Texas and Washington) then you **must** configure the consent option 'on' and retain a record of that consent, or ensure you capture consent in Yoti's name in the required manner yourself. Any biometric template received by you through Yoti IDV must be deleted within three years of the initial purpose being satisfied or the last interaction with the user, whichever occurs first. You indemnify us against all losses (including for paying compensation, defending lawsuits, or regulatory or enforcement action against us) for any failure to comply with this paragraph.
- 1.4 Unless agreed otherwise by Yoti, you may not use IDV SDK or the IDV Portal for online age verification (as opposed to identity verification) purposes and it is a material breach of this Agreement if you do, and we will suspend the service or terminate this Agreement. This is because you will be sent more data than you need for a mere online age verification. Instead you should use the Age Verification service . Please contact us on [business@yoti.com](mailto:business@yoti.com)

#### **2. Yoti IDV specific terms**

- 2.1. If using IDV SDK or a direct API, you must display on all Yoti IDV screens the phrase “powered by Yoti” and the Yoti logo reasonably prominently to Individuals, unless otherwise agreed by Yoti. If using the IDV Portal you must not amend or remove the Yoti branding.
- 2.2. If we have agreed with you that you are using Digital ID in addition to Yoti IDV, it is a condition of this Agreement that you integrate and maintain throughout the Term Digital ID in a prominent position alongside Yoti IDV. If you fail to do so then we reserve the right to bill you for Yoti IDV at the Pricing Schedule rates instead of any rate we have agreed with you.
- 2.3. IDV SDK has been designed with many important features such as multiple frame captures, user feedback and user guidelines. If you choose to integrate Yoti IDV without the client side SDK then Yoti is not responsible for a lower than expected performance of Yoti IDV (including user upload success rate and a lower than expected verification success rate).

### **3. Billing and Liability**

- 3.1. The chargeable event for Yoti IDV is when Yoti completes each check. We charge for each check we do regardless of the outcome. You can configure the checks you need either in Hub or in your integration.
- 3.2. Where Yoti verifies Attributes relating to Individuals it does so at the point at which the relevant source identity document, proof of address document or other information is first submitted. Yoti does not update or re-verify any Attributes of Individuals which subsequently change or expire. Individuals are responsible for the accuracy of their Attributes. Organisations may request a re-verification of an Attribute relating to a Customer, and shall be charged separately for each such re-verification.
- 3.3. You have the ability to select which checks Yoti does on Individuals and whether a manual check is used as back up for the automatic data extraction or face match checks. Yoti is not liable for issues that may have been discovered using a check that you have not chosen.
- 3.4. You may have the ability to accept, or not, different source identity documents or proof of address documents. Some of those documents are more reliable than others. It is your responsibility to ensure you select the identity or proof of address documents acceptable to you.
- 3.5. Please be aware that verification and accuracy checks performed on identity documents and Individuals are different for onboarding onto Digital ID and in Yoti IDV. Allowing Individuals to upload identity documents in Yoti IDV comes with a higher risk that fraudsters can defeat document authentication checks by Yoti. You need to carefully check our documentation and public materials to ensure you are clear about the Product you have chosen to buy from Yoti.

## **Annex 4 - Age Estimation using facial analysis**

This Annex 4 covers use of Age Estimation using facial analysis integrated via an API.

**Please note: if you want to use the Age Verification service or Yoti's age tokens then you need to sign the agreement for the Age Verification service.** The Age Verification service is a web based solution offering up to six age assurance methods, including Age Estimation.

### **1. Age Estimation specific terms**

- 1.1. You must display on all Age Estimation screens the phrase “powered by Yoti” and the Yoti logo reasonably prominently to Individuals unless we have agreed otherwise.
- 1.2. If we have agreed with you that you are using Digital ID in addition to Age Estimation, it is a condition of this Agreement that you integrate/ set up and maintain throughout the Term Digital ID in a prominent position on your platform. It is a condition of your use of Age Estimation that you use a natural light camera and you take into account the ‘confidence score’ when accepting results.
- 1.3. You must not store an image of the photo or still frame used by Age Estimation without Yoti’s prior written approval, which it can withhold in its absolute discretion.

### **2. US biometric consent and data protection**

- 2.1. If you are using Age Estimation on US citizens then it is a condition of this Agreement that you collect and store consent provided by US citizens on behalf of Yoti USA Inc before the collection or processing of any images for Age Estimation. You must also provide certain information to comply with various states' law (including Illinois, Texas and Washington) and we can assist you with the wording required. You must request Yoti's prior approval to the consent screens before Age Estimation is launched live in the US. Any biometric template received by you through Age Estimation must be deleted within three years of the initial purpose being satisfied or the last interaction with the user, whichever occurs first. You indemnify us against all losses (including damages, settlement costs, defending lawsuits and regulatory action against us) for any failure to comply with this paragraph.
- 2.2. When providing Age Estimation to you we are acting as your Data Processor. We will do so in accordance with Schedule 2 to the Terms.

### **3. Billing and termination right**

- 3.1. The chargeable event for Age Estimation is when an image is captured and submitted to Yoti for analysis.
- 3.2. In addition to the rights in the Terms, Yoti may suspend or terminate your use of Age Estimation: (i) if you do not set a suitable age buffer for the age threshold (in the reasonable opinion of Yoti) or (ii) to protect itself from reputational harms or legal claims likely to occur (in Yoti's reasonable opinion) from your use of Age Estimation.

## **Annex 5 - In Branch Verification ('IBV')**

In Branch Verification ("IBV") is a service that can be used to supplement the IDV product. IBV allows you to perform remote identity assurance on those Customers who perhaps do not have a smart phone, who need assistance in performing remote identity assurance or where you want additional assurance with the inclusion of an in person check.

The IBV service requests that the Customer goes to a participating Post Office branch with their identity or proof of address documents, and in the presence of a Post Office staff member, upload scans of the documents and takes a selfie of themselves. The documents and selfie are then subject to Yoti's identity assurance checks following the IDV check processes.

### **1. In Branch Verification specific terms**

- 1.1. IBV is set up to only accept the ID and proof of address documents that you have indicated you will accept and that the Customer has indicated they have. If the Customer attends the Post Office branch with the incorrect documents then IBV will not process their documents.
- 1.2. The Post Office staff are not trained facial recognition staff and nor are they trained to inspect the security features of ID documents. Although the IBV service does provide an additional level of assurance to you that the Customer is who they claim to be because of the very nature of in person checks, you may not rely on the physical checks by the Post Office staff when using the IBV service.
- 1.3. The IBV service gives the Customer the ability to select a participating Post Office branch to attend. Neither Yoti or the Post Office is liable to you or the Customer if the selected branch is not able to operate the IBV service for any reason, including if the trained personnel is not present or the branch is having technical problems with the IBV tablet.

### **2. Data Protection**

- 2.1. When providing In Branch Verification to you we are acting as your Data Processor and the Post Office Limited is contracted to us as our sub-processor. We will act as a Data Processor in accordance with Schedule 2 to the Terms.

### **3. Billing**

- 3.1. The chargeable event for In Branch Verification is when the Post Office staff member confirms that all required documents have been captured correctly in branch.
- 3.2. If the Post Office staff member permits the submission of blurry images to the In Branch Verification service then Yoti's only liability is to offer the Customer an opportunity to re-submit the documents for no additional charge to you or the Customer.

## **Annex 6 - Yoti Certified Products**

Yoti's Certified Products are where Yoti IDV or Digital ID is used to provide a service that has been certified against the Frameworks listed below in the relevant country in which that Framework applies. The Annex applicable for Digital ID or Yoti IDV is applicable alongside this Annex, with this Annex taking precedence in the event of any conflict

Frameworks:

- [U.K. Digital Identity & Attributes Framework \("UK DIATF"\)](#)

### **1. Data Protection**

- 1.1. Where a check is carried out under a Framework (a "Check"):
  - a. You are data controller for any personal data you collect and provide to Yoti for the purpose of Yoti carrying out the Check.
  - b. Yoti is or becomes a data controller in its own right of personal data processed in carrying out the check covered by the Framework.
  - c. When Yoti transfers the results of the Check, including data used to carry out the Check, to you then you become a data controller in your own right;
  - d. To the extent that Yoti continues to store the results of the Check on your behalf, Yoti will be acting as data processor on behalf of you as data controller for that ongoing storage;
  - e. if Yoti receives a data subject access request from a data subject in its capacity as data controller, you will give Yoti reasonable assistance in assisting Yoti in complying with the request where you are able to, for example using the user's email address or other identifier to provide Yoti with a session ID.
- 1.2 In the context of our respective roles as described above, you and we confirm we understand and take responsibility in accordance with applicable data protection laws for supporting all User requests and any and all requirements for the retention and processing of personal data as set out in the Framework or by applicable laws, and the principles of data minimisation and the avoiding of excessive data processing, data accuracy and end-user identity repair and recourse and all other applicable principles and individual rights.

### **2. Resolution of End user issues**

- 2.1. You and we will co-operate to achieve the resolution of any User complaints to the satisfaction of the relevant User. This shall include (without limitation):
  - a. you providing the first level of response for any incidents or complaints
  - b. us sharing such information as we are able with you to explain why any authentication process has failed, it being recognised that this can only be within the parameters of information we hold at the time of review and is subject to you or a third party providing such additional information as we may reasonably request to enable us to investigate the failure.
  - c. you ensuring that a User that does not wish to use our service for any reason has an alternative mechanism available to achieve the outcome.

### **3. Our Obligations**

- 3.1. When providing Certified Products we confirm that we will:
  - a. maintain such registration as is necessary for us to provide the service under the Framework;
  - b. not misrepresent our registration status or the services we offer;

- c. carry out the Check in accordance with the requirements of the Framework to such confidence level as may be specified thereunder or as between you and us.

#### 4. **Your Obligations**

- 4.1. When using Yoti Certified Products you confirm you:
  - 4.1.1. have read the Framework and understand your responsibilities thereunder;
  - 4.1.2. ensure you refer to the Framework in accordance with any published guidance or directions we provide;
  - 4.1.3. will work with Yoti to support the management of fraudulent activity that may come about through the use of the Services including (without limitation and where applicable) any fraud management requirements, the management of information security systems,;
  - 4.1.4. acknowledge and takes full responsibility for any activities you carry out in relation to your boundaries for liability as between you and us; and
  - 4.1.5. will not in any circumstances:
    - a. misrepresent the nature of our services through reliance on our registration;
    - b. be misleading or deceptive in your use of the Product;
    - c. do anything that contradicts the contract between us;
    - d. target, with the intention to exploit, any persons who are suffering from physical, emotional or financial distress;
    - e. undermine the principles nor damage the reputation, image, goodwill or trustworthiness of the Framework or any marks or certifications under it or that Yoti holds pursuant to it.
- 4.2. You recognise that a Check is usually one part of a larger process to achieve the outcome required by you or a User. For example, part of an overall process of identifying whether somebody will be employed. In such circumstances you will:
  - a. ensure that the Check is not the sole basis on which any decision is made and that a human will be used to make any final assessment, investigate any non-match or other unexpected result produced by the Check and/or carry out any appeal that a user wishes to make;
  - b. not represent the whole process as certified under the Framework.