



## ONLINE TERMS & CONDITIONS FOR BUSINESSES AND OTHER ORGANISATIONS

***By clicking the Accept button, a legally binding contract on the following terms and conditions will be created between Yoti and the Organisation which agrees to these terms and conditions. This contract is referred to in these terms and conditions as the "Agreement" and the Organisation is referred to as "you" or "your".***

***The person accepting these terms and conditions on behalf of an Organisation must (a) have first created an Individual Yoti Account and (b) be authorised to do so on behalf of the Organisation.***

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

We are Yoti Ltd ("Yoti", "we", "us", "our"), a company registered in England and Wales. Our company registration number is 08998951 and our registered office is at Fountain House, 130 Fenchurch Street, London, EC3M 5DJ. 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 registered office address.

### 1. Definitions

These terms and conditions use phrases which have specific meanings. They are set out in Annex 2.

### 2. Setting up your Organisational Account

- 2.1. To set up an Organisational Yoti Account an Individual must (a) first create (or have) an Individual Yoti Account and agree to the Individual Terms and Conditions; and (b) be authorised by you to create an Organisational Yoti Account on your behalf.
- 2.2. You may subsequently authorise additional Individuals to access your Organisational Yoti Account and determine the access permissions of each such Individual. However, only Individuals with Individual Yoti Accounts will be able to access your Organisational Yoti Account.
- 2.3. You warrant and represent that the Individual who establishes the Organisational Yoti Account has the authority to bind you by agreeing to this Agreement.
- 2.4. We strongly recommend that you appoint a second administrator to your Organisational Yoti Account or appoint someone using Yoti Connections, once that functionality is available. Particularly if you are a sole trader or your Organisation only has one director. This is because the security of Yoti means that if you are unable to use Yoti to log in to your Organisational Yoti Account for any reason (due to your incapacity for example) we do not have the ability to access your account.

### **3. Verification**

- 3.1. The Individual applying for your Organisational Yoti 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 Organisational Yoti Account. Yoti may use third party databases (such as the UK's Companies House) to verify the information provided by an Individual about you.
- 3.2. Until Yoti approves your application for an Organisational Yoti Account your status will appear as pending. Approval of an application for an Organisational Yoti Account will in every case be at Yoti's sole discretion and if we reject your application your Organisational Yoti Account will be closed.
- 3.3. Yoti may suspend your Yoti Organisational 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 a Yoti Organisational Account.

### **4. Integration and Documentation**

- 4.1. You may integrate Yoti APIs and/or Yoti SDKs with your own platform. Yoti will provide Documentation (including an integration guide) to assist you with the integration process and use of the Yoti Platform.
- 4.2. It is your sole responsibility to ensure that the Yoti APIs and/or SDKs are properly integrated with your platform. Beyond providing the Documentation, Yoti does not commit to providing further support or assistance with integration of the Yoti Platform or otherwise.
- 4.3. Yoti may amend the Yoti Platform at any time, in its absolute discretion. You are responsible for the integration of any amended Yoti API and/or Yoti SDKs with your platform at your sole expense.
- 4.4. Yoti will use reasonable endeavours to inform you of any planned or actual changes to Yoti APIs or any other part of the Yoti Platform by publishing a notification on your Dashboard or the development section of the Yoti website.
- 4.5. Your licence for development using a Yoti SDK is covered under the Yoti SDK Development Terms and Conditions. In the event of any conflict between the terms of this Agreement and the Yoti SDK Development Terms and Conditions, the Yoti SDK Development Terms and Conditions will prevail in respect of the rights and obligations for development using Yoti SDKs.

### **5. Organisational policies**

- 5.1. When creating a Page or Application 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, all applicable data protection and data privacy laws and regulations applying to the receipt or processing of personal data.

- 5.2. Responsibility for the lawful handling, storing and processing of Customers' Attributes by or on your behalf is your sole responsibility and not the responsibility of Yoti.

## **6. When an Individual leaves your Organisation**

If an Individual with sole access to your Organisational Yoti Account leaves your Organisation and you wish to continue using the Yoti Platform, that Individual should add another Individual, authorised by you and having an Individual Yoti Account, to the list of authorised personnel on the Organisational Yoti Account profile page in the Dashboard. You are responsible for suspending or terminating access to your Organisation Yoti Account for any Individual that you no longer want to have access to it for any reason. You must do this via the Dashboard.

## **7. Use of the Yoti Platform and the Software**

### **Grant of licence**

- 7.1. 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 Organisational Yoti Account. This licence is automatically suspended during any period when your use of your Organisational Yoti Account is suspended and will terminate automatically and irrevocably on termination of this Agreement for any reason.

### **Restrictions on use**

- 7.2. In relation to your use of the Yoti Platform and the Software, either during the term of this Agreement or at any time afterwards, you must:
- only use it in compliance with all applicable laws.
  - only use the Yoti Platform and the Software to exchange Attributes with Customers solely for proper and lawful business purposes and otherwise in accordance with this Agreement and applicable laws.
  - 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.
  - not modify, copy, adapt, translate or create derivative works based on the Software or any part of the Yoti Platform, or attempt to discover any source code or underlying ideas or algorithms or reverse engineer, decompile or disassemble the Software or part of the Yoti Platform for any purpose.
  - not attempt to gain, or gain, unauthorised access to, or disrupt the integrity or performance of the Yoti Platform or any Attributes.

- not use the Yoti Platform or the Software to commit, or with the intention to commit, any unlawful, fraudulent, dishonest, threatening, invasive or improper behaviour.
- not and are not permitted to sub-license, assign, hold on trust or novate this Agreement to or on behalf of any person.
- 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.
- not provide a service which is the same as or similar to the Software or the Yoti Platform, or use the Software or any part of the Yoti Platform to build a competitive product or service or copy its features, technology or user interface.
- not act or omit to act in any way that results in damage to Yoti's business or reputation.
- if sending a message through Yoti Connections, ensure that the content of any message is in compliance with the content standards listed in paragraph 3 of Annex 1 as if those content standards applied to the messages rather than material posted on Dashboard.

## **8. Use of Dashboard, Pages and Applications**

- 8.1. You may permit authorised Individuals with Individual Yoti Accounts to use the Dashboard on your behalf.
- 8.2. You must procure that such authorised Individuals only use the Dashboard (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.
- 8.3. Your use of the Dashboard must comply with the requirements set out in Annex 1.
- 8.4. 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.
- 8.5. You may create, amend or delete Pages or Applications to request any combinations of Attributes from Customers or to push Attributes to Customers.

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

- 9.1. 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.
- 9.2. Yoti will perform its onboarding of Individuals and their Attributes with reasonable skill and care, however Yoti does not guarantee that any Attributes are true, complete or accurate at any time. Yoti's liability in relation to the accuracy of Attributes supplied by Individuals is set out below.

- 9.3. 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.
- 9.4. 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 supplied by 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.
- 9.5. If you are using Yoti Connections to receive a connection between two Individuals, please note that Yoti does not verify the connection - rather it is self certified by the Individuals themselves. Yoti also does not verify the supporting documents that may be provided by the Individuals to prove the connection and it is your responsibility to check the supporting documents yourself. Yoti only verifies the Individuals’ identity in accordance with the remainder of this Agreement. You rely on a connection sent to you through Yoti Connections at your own risk.
- 9.6. You must ensure that any Attributes relating to your Organisation are true and accurate in all material respects at the time that they are supplied to Yoti. You must use your best efforts to keep all of your Organisational Attributes on the Yoti Platform up to date at all times.

## **10. Use of Attributes**

- 10.1. You are permitted to use Attributes provided to you by Customers for your proper and lawful purposes.
- 10.2. 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 applicable data protection laws.
- 10.3. Using the Yoti App, Individuals have the power to choose which entities they share data with. As such, you may not not resell, sublicense, lease, share, transfer or otherwise make any Attribute or Receipt available 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.
- 10.4. Yoti may use Attributes relating to your Organisation in accordance with this Agreement.

## **11. THIRD PARTY SERVICES**

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 assist you 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.

## **12. TRANSACTION CHARGES**

- 12.1. Transaction Charges shall be calculated in accordance with either the Pricing Schedule or the prices we have agreed with you. If we have agreed a price with you then this takes precedence over anything in the Pricing Schedule.
- 12.2. Some of our services are free of charge if you are an Eligible Charity, please see the Pricing Schedule. This includes our ID checking service which verifies Attributes from government issued IDs including given names, date of birth, nationality, gender, verified phone number and verified email address. In the future we reserve the right to re-charge Eligible Charities at cost for third party verifications we need to perform.
- 12.3. 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.
- 12.4. All Transaction Charges are payable in pounds sterling and are exclusive of VAT.
- 12.5. You must select a method of payment from the options available on the Dashboard and settle any outstanding invoices within 14 days of the date of the invoice.
- 12.6. 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.
- 12.7. 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.
- 12.8. Yoti may amend the Pricing Schedule at any time, on no less than 30 days' prior written notice to you. Notice will be given via the App or at [yoti.com](http://yoti.com). If you object you may terminate this Agreement in accordance with your rights below and continued use by you is taken as acceptance of the amended Pricing Schedule.

## **13. SUSPENSION AND TERMINATION**

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

### **Rights to suspend**

13.2. In addition to Yoti's right to suspend access to your Organisational Yoti Account during the verification process, Yoti reserves the right to:

- suspend your Organisational Yoti Account (including use of your Pages or Applications) or the exchange of Attributes (including Third Party Attributes) if any authorised Individual with access rights to your Organisational Yoti Account is suspended from his or her Individual Yoti Account.
- suspend your Organisational Yoti Account (including use of your Pages or Applications) or the exchange of Attributes (including Third Party Attributes) if access to any other Organisational Yoti Account associated with you is suspended or terminated for whatever reason.
- suspend your use of the Software, Yoti Platform and/or access to your Organisational Yoti Account and/or the exchange or use of Attributes (including Third Party 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.
- suspend the exchange of Attributes (including Third Party Attributes) and/or suspend your Organisational Yoti Account 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 competent jurisdiction.
- suspend your use of the Software, Yoti Platform and/or access to your Organisational Yoti Account and/or the exchange or use of Attributes (including Third Party Attributes) if Yoti suspects that you have committed a material breach of any term of this Agreement whilst it investigates that suspected breach.
- suspend your use of the Software, the Yoti Platform and/or access to your Organisational Yoti Account and/or the transfer or use of Attributes (including Third Party Attributes) for any other reason whatsoever if Yoti believes, in its absolute discretion, that there is reasonable cause to do so.

13.3. Yoti will take reasonable steps to notify you of any planned or actual suspension of your Organisational Yoti Account but will not be in breach of this Agreement if it does not do so.

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

13.4. You may terminate this Agreement immediately at any time on written notice to Yoti.

- 13.5. We may terminate this Agreement at any time on 90 days' notice.
- 13.6. 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.
- 13.7. Yoti may terminate this Agreement with immediate effect if you:
- breach or exceed the conditions of use of the Yoti Platform.
  - breach the Yoti SDK Development Terms and Conditions.
  - where you are a sole trader, 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.
  - suffer or incur any form of insolvency or enter into an arrangement with your creditors.
  - fail to pay any amount due under this Agreement on the due date for payment.
  - have provided incomplete or inaccurate information to Yoti during the account set-up process or fail to maintain such information on a timely basis.
- 13.8. Yoti may terminate this Agreement with immediate effect:
- if 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 a competitor in its sole discretion.
  - 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.
- 13.9. 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.
- 13.10. 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.

#### **14. Consequences of termination**

- 14.1. If this Agreement is terminated by either party for any reason:
- all rights granted to you under this Agreement shall cease.
  - you shall stop using the Yoti Platform and your Organisational Yoti Account.
  - 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.
  - you shall permanently delete, destroy or return to Yoti (at Yoti's election) all copies of the Software, any Yoti API or Yoti SDK and any Documentation or copies of 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.

## **15. LICENCE**

- 15.1. "*Intellectual property rights*" means patents, rights to inventions, copyright and related rights, 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 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.
- 15.2. You acknowledge that all intellectual property rights in or arising out of or in connection with the Yoti Platform and the Documentation shall be owned by Yoti, and you do not have any rights in or to the Yoti Platform or the Documentation, other than the limited licence granted to you under this Agreement.
- 15.3. 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 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.
- 15.4. 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 Platform (including through your and their use of the Dashboard).
- 15.5. 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 and administer the Yoti Platform in order that you, other Organisations and Individuals, and Yoti may use the Yoti Platform on the terms and subject to the conditions of this Agreement and the Individual Terms and Conditions.
- 15.6. 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 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 various other of your Attributes and contact information at our discretion. If you object to Attributes relating to 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.

## **16. LIABILITY**

### **Accuracy of Attributes**

- 16.1. Yoti will use its reasonable skill and care in verifying 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 any Attributes which Yoti may verify using Third Party Services ("**Third Party Attributes**")), whether verified by Yoti or not; all Attributes are acquired and used by you at your own risk.

- 16.2. Yoti gives no representation, warranty or undertaking in respect of the suitability of the Attributes or any combination of them available via the Yoti Platform 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.

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

- 16.3. 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.
- 16.4. 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.
- 16.5. Receipts of your Transactions will be stored on Dashboard ("**Receipts**"). Yoti's current intention is not to delete these Receipts but Yoti reserves the right to change this policy in the future. It is not the current intention of Yoti to 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. Once we have enabled the functionality (as to which we do not promise any time scale) 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.

#### **17. Intellectual Property Rights**

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 (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 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.

## **18. General Liability**

- 18.1. 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.
- 18.2. 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) under an indemnity given in this Agreement.
- 18.3. Subject to clause 18.2, 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.
- 18.4. Subject to clause 18.2, 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.
- 18.5. 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.
- 18.6. 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.

## **19. 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.

## 20. Confidentiality

- 20.1. 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 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 or regulatory authority). The foregoing obligations shall not apply (or shall cease to apply) if that information: (a) is public knowledge or already known to such party at the time of disclosure; or (b) subsequently becomes public knowledge other than by breach of this licence; or (c) subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 20.2. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (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 (including, without limitation, any relevant securities exchange) 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.

## 21. General

- 21.1. **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.
- 21.2. **Entire agreement:** This Agreement contains the whole agreement between the parties relating to the use of the Yoti Platform by you via the Organisational Yoti Account applied for when these terms and conditions were 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.
- 21.3. The parties agree that the provisions of Regulation 9 of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to the Agreement.
- 21.4. **Conflict of terms:** If there is any conflict between this Agreement and any Individual Terms and Conditions, the terms of this Agreement shall prevail.
- 21.5. If there is any conflict between the Yoti Website Terms of Use and this Agreement, the terms of this Agreement shall prevail.
- 21.6. **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.

- 21.7. **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.
- 21.8. **Notices:** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing through the Dashboard, which shall be deemed to have been received 1 business day after transmission or by email using the email address provided at the beginning of this Agreement, 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.
- 21.9. **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 Platform.
- 21.10. **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.
- 21.11. **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.
- 21.12. Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be illustrative and shall not limit the sense of the words preceding those terms.

## **Annex 1**

### **Dashboard Terms of Use**

#### **1. DASHBOARD**

You may access the Dashboard at [www.yoti.com/dashboard](http://www.yoti.com/dashboard), or such other domain address as updated by Yoti and notified to you from time to time. You may use the Dashboard to create and administer Pages and Applications to facilitate Transactions with your Customers.

#### **2. LICENCE AND LIABILITY FOR PAGES**

- 2.1. You are responsible for all content (including all underlying code, data, links and functionality) forming part of any Page or Application.
- 2.2. You hereby grant to Yoti an irrevocable, non-exclusive, royalty-free, worldwide licence to receive, store and use all Pages and Applications and all content of Pages and Applications for the purposes of providing the Yoti Platform to you.
- 2.3. You must reimburse Yoti on demand for all losses, liabilities, costs (including professional costs), expenses, damages, interest and other sums suffered or incurred by or on behalf of Yoti in connection with any Page or Application, or any Organisation's content comprised in any Page or Application, including as a result of any Page, Application or content infringing the rights, including the intellectual property rights, of any third party or contravening any applicable law.

#### **3. CONTENT STANDARDS**

- 3.1. You must ensure that material on your Dashboard:
  - is accurate and complies with any applicable laws.
  - does not contain any information which is defamatory, obscene, inflammatory or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age.
  - does not contain sexually explicit material or violence or promote any illegal activity.
  - does not infringe the intellectual property rights of any other person.
  - is not likely to deceive any person.
  - does not breach any legal duty owed to a third party.
  - is not used to impersonate any person, or to misrepresent someone's identity or affiliation with any person.

- does not advocate, promote or assist any unlawful act including copyright infringement or computer misuse.

#### **4. SUSPENSION AND TERMINATION**

4.1. If Yoti determines, in its absolute discretion, that you have breached the Dashboard content standards, Yoti may, without limitation do one or more of the following at its discretion:

- issue a warning to you.
- temporarily suspend, or permanently terminate, your right to use any of our software or services, including the Dashboard.
- issue legal proceedings against you for reimbursement of all costs resulting from the breach.
- disclose such information to law enforcement authorities as Yoti reasonably determines is necessary.

#### **5. SECURITY**

5.1. You must access the Dashboard using the Individual Yoti Account of an authorised Individual or otherwise using login details as may be provided to you by Yoti from time to time.

5.2. Only an Individual who is authorised with the necessary permissions to access your Dashboard may access the Dashboard on your behalf.

5.3. You are responsible for any loss or damage resulting from misuse of an Organisational Yoti Account or misuse of any Individual Yoti Account in connection with your Organisational Yoti Account, or use of login details supplied to you by Yoti, by any Individual who is authorised with the necessary permissions to access your Dashboard 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.

#### **6. ADDING LINKS WITHIN DASHBOARD**

6.1. You may add url links to your Pages and Application login screens within the Dashboard, provided you do so in a way that is fair and legal and does not damage Yoti's reputation.

6.2. 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.

6.3. Yoti reserves the right to withdraw the linking functionality without notice in its absolute discretion.

## Annex 2

### 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.

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

**Attribute** means (i) an item of personal data relating to an Individual; and/or (ii) an item of data relating to an Organisation, as the context requires.

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

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

**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, but not necessarily registered in their 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.

**Individual** means a person with an Individual Yoti Account.

**Individual Terms and Conditions** means the terms and conditions found here, which govern the use of Individual Yoti Accounts by Individuals.

**Individual Yoti Account** means an account created by an Individual to access and use the Yoti Platform.

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

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

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

**Pricing Schedule** means the pricing schedule which can be found at [yoti.com/pricing](https://yoti.com/pricing) (as updated from time to time), which sets out the Transaction Charges payable by you, or as expressly agreed in writing between us.

**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.

**Third Party Attribute** means data relating to an Individual that is added to that person's Individual Yoti Account profile either by the Individual or an Organisation, which data may or may not be verified by a third party.

**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 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 App** means the app owned and made available by Yoti from time to time on the Apple App Store, Google Play and other platforms from time to time.

**Yoti Platform** means Yoti's digital identity verification system for exchanging Attributes including, but not limited to, the Yoti App, the Yoti APIs, the Yoti SDKs, the Dashboard and Pages.

**Yoti Privacy Policy** means Yoti's privacy policy which can be found here.

**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 Website Terms of Use** means Yoti's website terms of use which can be found here.