



## Yoti Website Terms & Conditions

Last updated: 11 October 2017

***By using [www.yoti.com](http://www.yoti.com) you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms, you must not use our website.***

### 1. Welcome to [yoti.com](http://yoti.com)

- We are Yoti Ltd, 130 Fenchurch St, London, EC3M 5DJ (company number 08998951), but you can call us "Yoti". We have the rights to, and operate, [www.yoti.com](http://www.yoti.com), and all content within it.
- To contact us, please email [hello@yoti.com](mailto:hello@yoti.com).

### 2. Changes to these terms and our website

- Yoti amends these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.
- Yoti may update and change the terms or the content on our website from time to time to reflect changes to our products and services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

### 3. We may suspend or withdraw our website

- Our website is made available free of charge.
- Yoti does not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **4. How you may use material on our website**

- Yoti is the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- You must not use any part of the content on the Yoti website for commercial purposes without obtaining a licence to do so from us or our licensors, or unless expressly permitted in an agreement you have with us.
- You may use the Yoti website only for lawful purposes. You may not use our website:
  - In any way that breaches any applicable local, national or international law or regulation.
  - In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - For the purpose of harming or attempting to harm minors in any way.
  - To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - To knowingly transmit any data or send or upload any material, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.
- You also agree:
  - Not to access without authority, interfere with, damage or disrupt:
    - any part of our website;
    - any equipment or network on which our website is stored;
    - any software used in the provision of our website; or
    - any equipment or network or software owned or used by any third party; and
  - Not to reverse engineer, modify, hack, decompile, copy or adapt any software or other code or scripts forming part of our website; and
  - Not to use any spidering, crawling or similar applications on our website.

#### **5. Information on this website**

- We make reasonable efforts to update the information on our website, but make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

- The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely.

## **6. We are not responsible for websites we link to**

- Where the Yoti website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

## **7. Our responsibility for loss or damage suffered by you**

Whether you are a consumer or a organisation user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our Terms and Conditions applicable to those products or services.

If you are an organisation:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our website; or
  - use of or reliance on any content displayed on our website.
  - In particular, we will not be liable for: loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect, consequential or incidental loss or damage.

If you are a consumer:

- Except as provided for by these or other terms and conditions accepted by you, you agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable

care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## **9. Viruses**

- We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

## **10. Rules about linking to our website**

- You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- You must not establish a link to our website in any website that is not owned by you.
- Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.
- We reserve the right to withdraw linking permission without notice.
- If you wish to link to or make any use of content on our website other than that set out above, please contact [hello@yoti.com](mailto:hello@yoti.com).

## **11. Which country's laws apply to any disputes?**

- If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.
- If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **12. Our trademarks are registered**

- “Yoti” is a registered trade mark of Yoti Ltd. You are not permitted to use the Yoti trademark without our prior written approval.