



Yoti IAM Terms & Conditions

Last updated: 26 May 2021

These T&Cs are for use of the Yoti IAM authentication portal - not for use of the website that uses Yoti IAM as the authentication portal.

By using the Yoti IAM authentication portal 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 Yoti IAM.

1. Welcome to Yoti IAM

- We are Yoti Ltd with our address at Fountain House, 130 Fenchurch St, London, EC3M 5DJ and our company number is 08998951, but you can call us "Yoti". We have the rights to, and operate, the Yoti IAM. To contact us, please email hello@yoti.com.

2. Changes to these terms and the Yoti IAM

- Yoti amends these terms from time to time. Every time you wish to use Yoti IAM you are welcome to check these terms to ensure you understand changes that have been made to them.
- Yoti may update and change the terms or the content of Yoti IAM from time to time to reflect changes to the Yoti IAM service, our users' needs and our business priorities.

3. We may suspend or withdraw Yoti IAM

- Yoti IAM is made available free of charge to users of it. Yoti may charge organisations who use the Yoti IAM service.
- Yoti does not guarantee that the Yoti IAM service will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Yoti IAM service 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 Yoti IAM service 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 the Yoti IAM service

- Your username and password is personal to you. You must not share it with any third party.
- Yoti is the owner or the licensee of all intellectual property rights in Yoti IAM service. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You must not use any part of the Yoti IAM service 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 IAM service only for lawful purposes. You may not use Yoti IAM service:
 - o in any way that breaches any applicable local, national or international law or regulation;
 - o in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or

effect;

- o for the purpose of harming or attempting to harm minors in any way;
 - o to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - o 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:
 - o not to access without authority, interfere with, damage or disrupt:
 - any part of the Yoti IAM service;
 - any equipment or network on which the Yoti IAM service is stored;
 - any software used in the provision of the Yoti IAM service; or
 - any equipment or network or software owned or used by any third party; and
 - o to only provide your own email or phone number and not to use any email address or phone number lawfully belonging to a third party without their consent;
 - o not to reverse engineer, modify, hack, spoof, decompile, copy or adapt any software or other code or scripts forming part of the Yoti IAM service; and
 - o not to use any spidering, crawling or similar applications on the Yoti IAM service.

6. We are not responsible for websites the Yoti IAM service provides access to

- Use of the Yoti IAM service to access third party websites should not be interpreted as approval by us of those third party 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 an 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 the Yoti IAM service 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:
 - o use of, or inability to use, the Yoti IAM service; or
 - o use of or reliance on any content displayed on the Yoti IAM service.
- 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 the Yoti IAM service for any of your own 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 the Yoti IAM service will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the Yoti IAM service. You should use your own virus protection software.

10. Rules about linking to the Yoti IAM service

- You may link to the Yoti IAM service, 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 the Yoti IAM service in any website that is not owned by you.
- The Yoti IAM service must not be framed on any other website, nor may you create a link to any part of the Yoti IAM service other than the home page of it.
- We reserve the right to withdraw linking permission without notice.
- If you wish to link to or make any use of content on the Yoti IAM service other than that set out above, please contact hello@yoti.com.

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

- 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.