



## **ONLINE TERMS & CONDITIONS FOR USE OF THE YOTI SIGN PLATFORM ("AGREEMENT")**

***By accepting this Agreement a legally binding contract on the following terms and conditions will be created between Yoti and you as the Customer. A 'Customer' to this Agreement can be either an Organisation or an Individual, and can be acting as either a Signer or a Sender.***

If you are accepting this Agreement on behalf of an Organisation you must be authorised to do so.

***By accepting this Agreement you are agreeing to electronically execute Documents and to receive electronically executed Documents.*** If you are a consumer then you should contact the counterparty to your Document if you would like to either: (i) sign a paper document; or (ii) be sent a paper copy of the Document once executed using Yoti Sign.

***Do not accept this Agreement or use the Yoti Sign Platform if you do not agree with the Agreement. Use of the Yoti Sign Platform will constitute acceptance of this Agreement by you.***

We are Yoti ("**Yoti**", "**we**", "**us**", "**our**"). Please see clause 19 below for details of the Yoti company you are contracting with.

### **1. Definitions**

This Agreement uses defined terms which have specific meanings and which are set out in Annex 1.

### **2. Licence**

- 2.1. Yoti grants to you a non-transferable, non-sub-licensable, royalty free, revocable, non-exclusive licence to use the Yoti Sign Platform on the terms of this Agreement from the date on which you accept this Agreement.
- 2.2. You may not use the Yoti Sign Platform if you are under 16, unless you are using it to ask your parent or guardian to create or execute a Document on your behalf.

### **3. Use of the Yoti Sign Platform by a Sender**

#### **3.1. Uploading and sending Documents**

- 3.1.1. The Yoti Sign Platform allows the Sender to select the level of authentication required for the Signers. If Email Auth is chosen, rather than Yoti Auth, then Yoti can give no assurances at all that the person who does sign the Document is in fact the Signer because the recipient chosen by the Sender can simply forward the Document to another person for signing. If authenticating the identity of the Signer is important to you then please select the Yoti Auth option. There is no additional fee for choosing Yoti Auth rather than Email Auth.

- 3.1.2. You are responsible for all content (including all underlying code, data, links and functionality) (i) forming part of any Document you upload and/or send using the Yoti Sign Platform or (ii) you put on the Yoti Sign Platform, (the "**Content**"). You warrant and represent to Yoti that the Content you upload to the Yoti Sign Platform shall not: (a) infringe the intellectual property rights of any person; (b) be defamatory of any person; (c) infringe the privacy rights of any third party; (d) contain illegal hate speech; (e) be discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age; (f) contain any offensive material; (g) be illegal in the UK or any jurisdiction in which the Document was uploaded or is intended to be signed in; or (h) contain any virus, malware, trojan horses or harmful code.
- 3.1.3. You indemnify 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 Content uploaded by you onto the Yoti Sign Platform.
- 3.1.4. As a Sender you must not give false or misleading information to the Signers to procure them to execute the Document; either in the Document or using the Yoti Sign Platform.
- 3.1.5. We need certain rights to provide our services. In uploading a Document to the Yoti Sign Platform you hereby grant to Yoti an irrevocable, non-exclusive, royalty-free, worldwide licence to receive, store and use Documents, Content and your business logo for the purposes of providing the Yoti Sign services to you. You warrant that you have the right to grant the above licence.
- 3.1.6. You are responsible for ensuring that the Signer details you insert onto the Yoti Sign Platform are correct. Yoti does not verify in any way that the Signer details inserted by you are correct and can take no responsibility if the Document is sent to the incorrect recipient or fails to send.

## 3.2. Signing Documents

- 3.2.1. Please note that any Attributes shared which the Sender has asked for at signing will be displayed on the Coversheet visible to all other Signers and the Sender. If you are a Signer you should check that the Coversheet of the Document gives you the correct label and identifies you correctly. It is your responsibility to inform the Sender if the Coversheet does not label or identify you correctly.
- 3.2.2. Before a Document is fully executed, the Sender will have the ability to archive the Document. Once archived it will no longer be possible to execute this Document using Yoti Sign and Signers will no longer have any access to the archived Document through the Yoti Sign Platform.
- 3.2.3. You must not attempt to impersonate another person or attempt to sign a Document with incorrect Attributes. Either action is a material breach of this Agreement.
- 3.2.4. Once a Document is executed by all Signers, or the Sender has indicated that it is otherwise completed, the Yoti Sign Platform shall send by email to the Sender and all Signers a PDF of the executed Document, which shall include the Coversheet. For Bulk Documents the Sender will need to access the Yoti

Sign Platform to view and download completed Documents and Signing Receipts.

### 3.3. Security

- 3.3.1. You may access the Yoti Sign Platform using either the Yoti app or a user name and password. You must ensure all user names and passwords are kept safe and that passwords are non-obvious - Yoti is not responsible for any loss resulting from a failure to do this.
  - 3.3.2. Either the Sender or the Signer may forward the Document to any email address for it to be read. It is your responsibility to ensure the Document is only sent to trusted recipients.
  - 3.3.3. You are responsible for any loss or damage resulting from misuse of the Yoti Sign Platform by any Individual who is authorised by you to use a Seat you have subscribed for or by any third party using your login details, with or without your knowledge. You must notify Yoti immediately if you notice or suspect any unauthorised use of your account, misuse of login details or any other breach of security.
- 3.4. You may not use the Yoti Sign Platform: (a) to improperly or illegally solicit for personal or financial detail; (b) to commit fraud or any illegal act; or (c) as part of a spam, phish, whaling, harassment or intimidation campaign.
  - 3.5. No spiders, crawlers or other automated data collection devices are permitted to be used on the Yoti Sign Platform, however Yoti grants to the operators of public search engines permission to use spiders to copy materials from the Yoti Sign Platform for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials.
  - 3.6. We may collect and analyse (for internal use only) anonymised data about: (i) the options selected on preparation of documents by the Sender; (ii) the actions taken by Signers; (iii) information about logging into the Yoti Sign Platform; (iv) the type of Document; (v) the number of Signers; and (vi) the Sender's industry.
  - 3.7. If you are an Organisation:
    - 3.7.1. you warrant and represent that the Individual who accepts this Agreement on your behalf is authorised by you to do so. You must procure that Individuals authorised by you to use the Yoti Sign Platform (and any information contained in it, including Attributes and Receipts) only do so in accordance with the terms of this Agreement; and
    - 3.7.2. in the initial versions of the Yoti Sign Platform you will not be able to add any additional administrators or users to your Yoti Sign account that you are using on behalf of your Organisation. As such we strongly recommend that you regularly export your executed Documents. We are not liable if you lose access to your Documents (executed or not).

#### **4. Reservations**

- 4.1. Nothing in this Agreement or the Yoti Sign Platform shall mean that Yoti is, or becomes, a party to any Document.
- 4.2. Yoti gives no warranty or representation that signing with Email Auth or Yoti Auth meet any standard of e-signatures under the eIDAS Regulation.
- 4.3. Yoti does not warrant or represent that Yoti Sign is suitable for all legal agreements in all jurisdictions. It is each Customers' own responsibility to check that execution of a particular Document using the Yoti Sign Platform in a particular jurisdiction satisfies the legal requirements to execute a binding legal agreement. In particular, Customers should note that Yoti Sign may not be suitable for legal documents which require witnesses, for wills and for family law documents generally. Further, some regulations may require signatures to be placed in a certain place. Yoti Sign has some functionality to support this but has not been built to satisfy every regulation in every jurisdiction. If in doubt, take independent legal advice about the suitability of the use of the Yoti Sign Platform.
- 4.4. Your local laws may require paper copies of executed Documents to be sent to your counterparties, or they may have other special requirements which impact on an executed Document. It is not Yoti's responsibility to inform you of these requirements.

#### **5. Restrictions on use**

- 5.1. In relation to your use of the Yoti Sign Platform, either during the term of this Agreement or at any time afterwards, you must:
  - 5.1.1. only use it in compliance with all applicable laws;
  - 5.1.2. use the Yoti Sign Platform solely for proper and lawful business purposes and otherwise in accordance with this Agreement and applicable laws;
  - 5.1.3. not modify, copy, adapt, translate or create derivative works based on any part of the Yoti Sign Platform, or attempt to discover any source code or underlying ideas or algorithms or reverse engineer, decompile or disassemble any part of the Yoti Sign Platform for any purpose;
  - 5.1.4. not: (i) gain, or attempt to gain, unauthorised access to; or (ii) disrupt the integrity or performance of, the Yoti Sign Platform or any Attributes;
  - 5.1.5. not use the Yoti Sign Platform to commit, or with the intention to commit, any unlawful, fraudulent, dishonest, threatening, invasive or improper behaviour;
  - 5.1.6. not sub-license, assign, hold on trust or novate this Agreement to or on behalf of any person;
  - 5.1.7. provide all cooperation and information reasonably required by Yoti in relation to the Yoti Sign Platform, including all information reasonably required by Yoti to make the Yoti Sign Platform available to you. You must ensure that such information is up-to-date and accurate in all material respects;

- 5.1.8. not provide a service which is the same as or similar to the Yoti Sign Platform, or use any part of the Yoti Sign Platform to build a competitive product or service or copy its features, technology or user interface; and
- 5.1.9. not act or omit to act in any way that results in damage to Yoti's business or reputation.

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

- 6.1. The number and type of Attributes that can be requested when a Sender prepares a Document on the Yoti Sign 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 from the Yoti Sign Platform at any time.
- 6.2. 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.
- 6.3. You must only request that Signers share Attributes when they execute Documents 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 Sign Platform by any Sender which Yoti believes to be requesting excessive or inappropriate types of Attributes from Signers.
- 6.4. 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 by the Individual. 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.

## **7. Use of Attributes**

- 7.1. You are permitted to use Individuals' Attributes on executed Documents for your proper and lawful purposes to verify the identity of the Individual who has executed the Document. You are responsible directly to Individuals to process any Attributes on executed Documents in accordance with all applicable data protection laws.
- 7.2. Using the Yoti app and the Yoti Sign Platform, Individuals have the power to choose which entities they share data with. As such, you may not resell, sublicense, lease, share, transfer or otherwise make available any Attribute (except when sharing a Coversheet), Receipts, 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 Receipt in any publicly distributed ledger (such as a public blockchain) without our written prior consent, which we can withhold in our absolute discretion.

## **8. Fees**

### **Signer**

- 8.1. There is no fee for signing any Documents on the Yoti Sign Platform.

### **Free Trial**

- 8.2. We offer free trials as a Sender for a limited use of the Yoti Sign Platform for a limited time with a limit of 20 Documents. If you abuse the trial, go over the limits or you or your Organisation has already had a free trial then we reserve the right to bill you for all use of the Yoti Sign Platform during the trial.

### **Sender**

- 8.3. Fees are set out on the homepage of the Yoti Sign Website. It is your responsibility to ensure that you do not exceed the number of Seats that you have agreed to pay for. If you do exceed the number of Seats then Yoti may charge you for an additional plan. There is a fair usage limit for some pricing plans, details of which are on the Yoti Sign Website. For Business, Enterprise and all API users each Envelope is charged as one 'Document' for the purposes of the pricing plans. If you use the 'Bulk Send' feature then each recipient counts as one 'Document' for the purposes of the pricing plans.
- 8.4. Yoti reserves the right to charge £0.01 per month, per document that is stored on the Yoti Sign Platform. Yoti will not charge for the first six months from the date the Document was signed. Yoti also reserves the right to impose size limits on Documents (that may change from time to time) and to bill you for each Document that exceeds the size limit.
- 8.5. Yoti shall invoice you monthly in arrears after the last day of the calendar month in which the Fees have been incurred. All Fees are exclusive of any value added tax. You must settle any outstanding invoices within 14 days of the date of the invoice.
- 8.6. 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.
- 8.7. 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.
- 8.8. Yoti may amend the pricing on the home page of the Yoti Sign Website at any time, on no less than 30 days' prior written notice to you. Notice will be given via the Yoti Sign Platform or on the Yoti Sign Website. 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.

### **9. Suspension and Termination**

- 9.1. This Agreement will continue in force from the date on which you accept this Agreement until it is terminated or expires. If you have agreed a fixed or minimum term with us (for example an annual subscription), then at the end of the agreed period this Agreement will automatically roll on monthly unless either party has given 30 days' termination notice prior to the next renewal date. If you have not agreed a

fixed or minimum term with us, you may terminate this Agreement immediately at any time on 30 days' written notice to Yoti.

### **Rights to suspend**

9.2. Yoti reserves the right to:

9.2.1. suspend your access to the Yoti Sign Platform if any Individual you have authorised to use the Yoti Sign Platform has breached the Individual Terms and Conditions or, if you are an Organisation, you are suspended from your Organisational Account for any reason;

9.2.2. suspend your use of the Yoti Sign Platform if you fail to make any payment due to Yoti by the due date for payment. If Yoti agrees to resume your access to the Yoti Sign Platform, then Yoti reserves the right to request advance payment from you;

9.2.3. suspend access to the Yoti Sign Platform if Yoti discovers or suspects that your terms of use or privacy policy are unlawful or do not provide adequate protection to Individuals, or if you have breached your own terms of use or privacy policy with respect to Individuals 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;

9.2.4. suspend your use of the Yoti Sign Platform if you have materially breached this Agreement or if Yoti suspects that you have materially breached any term of this Agreement whilst it investigates that suspected breach, or if you break the fair usage policy and will not or cannot pay fees due; and

9.2.5. suspend your use of the Yoti Sign Platform for any other reason if Yoti believes, in its absolute discretion, that there is reasonable cause to do so.

9.3. Yoti will take reasonable steps to notify you of any planned or actual suspension of the Yoti Sign Platform but will not be in breach of this Agreement if it does not do so.

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

9.4. We may terminate this Agreement at any time on 90 days' notice without cause and without liability.

9.5. 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.

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

9.6.1. breach this Agreement;

9.6.2. breach our Individual Terms and Conditions, where you are a sole trader or acting in your own capacity. If you are an Organisation we may also terminate with immediate effect if a director or senior person at your Organisation breaches our Individual Terms and Conditions;

9.6.3. suffer or incur any form of insolvency, bankruptcy or enter into an arrangement with your creditors;

- 9.6.4. fail to pay any amount due under this Agreement on the due date;
  - 9.6.5. do not respond in a timely manner to a query from us or a Signer concerning your use of the Yoti Sign Platform or Attributes received from Signers; or
  - 9.6.6. have provided incomplete or inaccurate information to Yoti during the account set-up process or fail to maintain such information on a timely basis.
- 9.7. Yoti may terminate this Agreement with immediate effect:
- 9.7.1. if you are or become a competitor of Yoti or the Yoti Sign service, or you control any organisation which is a competitor of Yoti or the Yoti Sign service. Yoti shall determine if you are a competitor in its sole discretion; and
  - 9.7.2. if Yoti believes, in its absolute discretion, that your continued use of the Yoti Sign Platform is causing harm to Individuals, other Yoti customers, our service to others or our reputation or goodwill.
- 9.8. 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.
- 9.9. 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.

## **10. Consequences of termination**

- 10.1. If this Agreement is terminated by either party for any reason:
- 10.1.1. all rights granted to you under this Agreement shall cease;
  - 10.1.2. you shall stop using the Yoti Sign Platform and we shall cease to have an obligation to store any executed or pending Documents stored on the Yoti Sign Platform or by Yoti;
  - 10.1.3. you shall pay all outstanding amounts due 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
  - 10.1.4. you shall permanently delete, destroy or return to Yoti (at Yoti's election) all copies of any Yoti software development kit or application programming interface 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.

## **11. Licence**

- 11.1. "*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.



- 11.2. You acknowledge that all intellectual property rights in or arising out of or in connection with the Yoti Sign Platform and the Documentation shall be owned by Yoti, and you do not have any rights in or to the Yoti Sign Platform or the Documentation, other than the limited licence granted to you under this Agreement.
- 11.3. 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 the Yoti Sign 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.
- 11.4. 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 Sign Platform.
- 11.5. You grant to Yoti and its Affiliates a worldwide, non-exclusive, non-transferable, irrevocable licence to use such of your intellectual property rights as necessary in order to make available and administer the Yoti Sign Platform so that you, other Organisations and Individuals, and Yoti may use the Yoti Sign Platform on the terms and conditions of this Agreement.
- 11.6. By entering into this Agreement, you agree that Yoti may use your company name, trading name, company contact details and logo(s): (a) within the Yoti Sign Platform as necessary to provide the services to you; (b) on any communications with Customers who are the counterparty to your Documents; (c) on the yoti.com, Yoti Sign Website and Yoti app to show the Organisations who use Yoti (including in a searchable database of Organisations); and (d) in presentations and promotional materials where we showcase Organisations who use Yoti. We will ask for your consent for uses beyond this. Our searchable database on our website may also list various other of your company details and contact information at our discretion. If you object to contact information being included in a searchable database you must notify us in writing within 14 days of acceptance of this Agreement.

## **12. Liability**

### **Accuracy of Attributes**

- 12.1. If Yoti Auth is selected 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, whether verified by Yoti or not; all Attributes are used by you at your own risk.
- 12.2. Yoti gives no representation, warranty or undertaking in respect of the suitability of the Attributes or any combination of them presented when executing Documents 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 Sign Platform**

- 12.3. Yoti will use all commercially reasonable endeavours to ensure that the Yoti Sign Platform is generally accessible and usable by Customers. However, Yoti gives no guarantee as to the availability of the Yoti Sign Platform or any component of the Yoti Sign Platform, or in relation to the capacity, latency, responsiveness, accuracy or proper operation of the Yoti Sign Platform. Please note that some versions of Word documents may not be converted accurately by Yoti Sign. If Yoti becomes aware of any defect affecting the operation of the Yoti Sign Platform, we will take reasonable steps to restore the proper operation of the Yoti Sign 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.
- 12.4. Executed Documents shall be stored by Yoti and will be accessible to you on the Yoti Sign Platform, but we may create reasonable limits on your storage capacity. Yoti's current intention is not to delete these Documents but Yoti reserves the right to change this policy in the future. You should export your executed Documents and should not solely rely on Yoti continuing to store Documents 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 Documents (unless we have expressly agreed to store them for you), your Documents are lost or corrupted or we cannot access your Documents for any reason.

### **13. Intellectual Property Rights**

Yoti warrants to you that your use of and access to the Yoti Sign Platform shall not infringe the intellectual property rights of any third party, provided your use of the Yoti Sign Platform is strictly in accordance with this Agreement. If the use of any intellectual property rights comprised in the Yoti Sign 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 Sign Platform; (b) replacing the relevant part of the Yoti Sign Platform; and (c) suspending or terminating provision of the relevant part (or, if necessary, the whole) of the Yoti Sign Platform.

### **14. General Liability**

- 14.1. Except as expressly stated in this Agreement, Yoti provides the Yoti Sign Platform and the Yoti Sign service "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 Sign Platform or the Yoti Sign service or otherwise in connection with this Agreement except as expressly set out in this Agreement.
- 14.2. 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.
- 14.3. Subject to clause 14.2, 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) cost in moving to a replacement provider;
- (f) loss of use or corruption of software, data or information;
- (g) loss or damage to goodwill; and
- (h) any indirect, consequential or incidental loss.

- 14.4. Subject to clause 14.2, the maximum aggregate liability of Yoti to you or any of your Affiliates, 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 Fees you have actually paid to us in the prior 12 months to the breach; and (ii) £2,000.
- 14.5. 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 Sign Platform, taking into account the Fees, and that the above limitations and exclusions of liability are reasonable and proportionate.
- 14.6. 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: (a) any use of the Yoti Sign Platform or the Yoti Sign service; (b) any breach of this Agreement by you; and (c) any infringement of third party intellectual property rights in the Documents you upload.

## **15. Data Protection**

- 15.1. The terms 'data controller', 'personal data', 'data subjects' and 'data processor' have the meaning given in the Privacy Laws.
- 15.2. For the purposes of Privacy Laws, Yoti will act as a data processor on behalf of the Sender in hosting personal data to provide the service and the Sender will act as the data controller. Likely data subjects are Individuals and the likely personal data is name, address, age and photo.
- 15.3. The Sender is a data controller of the Signer's personal data and shall comply with the Privacy Laws and all applicable marketing laws and regulations applying to any personal data exchanged using the Yoti Sign Platform, and shall have established privacy policies and processes or principles to make sure that it remains at all times in compliance with such laws and regulations.
- 15.4. The Sender will make sure that it provides appropriate notice to Individuals regarding the collection and use of personal data obtained through using the Yoti Sign Platform, in line with Privacy Laws and applicable regulatory guidance (as the same may be updated or replaced from time to time).
- 15.5. The Sender confirms that the personal data requested from Signers through the Yoti Sign Platform is adequate, relevant and not excessive in relation to the purposes.
- 15.6. Yoti will comply with the data protection requirements in Annex 2. You give permission for Yoti to appoint sub-processors. Yoti shall, on request, provide information to you of who the current sub-processors are. Your right to object to sub-processors is only on reasonable data protection grounds.

## 16. 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 or suppliers, industrial actions (but not industry action affecting Yoti staff), government mandated lock downs, war, civil unrest and terrorist activity (a “force majeure event”). Yoti may take mitigating measures in its processes where reasonably required to continue providing the Yoti Sign Platform in response to a force majeure event.

## 17. Confidentiality

- 17.1. 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.
- 17.2. 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.

## 18. General

- 18.1. **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.
- 18.2. **Entire agreement:** This Agreement contains the whole agreement between the parties relating to the use of the Yoti Sign Platform 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.
- 18.3. The parties agree that the provisions of Regulation 9 of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to the Agreement.

- 18.4. **Conflict of terms:** If there is any conflict between this Agreement and any Individual Terms and Conditions, the Yoti Website Terms of Use or the Yoti Organisational T&Cs, the terms of this Agreement shall prevail.
- 18.5. **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.
- 18.6. **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.
- 18.7. **Amendment of this Agreement:** If we do make any changes, we will tell you and direct you to the revised terms and conditions the next time you log into the Yoti Sign Platform for you to accept. If you do not understand or agree with the revised terms and conditions, you should stop using Yoti Sign and close your account. We will always post the most current version of the terms and conditions on our website.
- 18.8. **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.
- 18.9. Any phrase introduced by the terms **including, include, in particular** shall be illustrative and shall not limit the sense of the words preceding those terms.

## 19. Contracting Party, Governing Law, Notices and Jurisdiction

- 19.1. In addition to other notice methods in certain clauses above, we can provide valid notice to you under this Agreement to the email address used to register your Organisation.
- 19.2. 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.
- 19.3. If you are domiciled in the USA 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;
  - b. you can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at our United Kingdom registered office address;
  - c. 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
  - d. 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 Sign Platform.

19.4. 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 D-16, 4th Floor, Chhatarpur Enclave, Phase - I, New Delhi -110 074;
- b. you can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at Ground Floor, Plot No 183, EPIP, Near iGATE, KIADB Industrial Area, Road 1B, 1B, EPIP Zone Whitefield Rd, Kundalahalli, Whitefield, Bengaluru, Karnataka 560066;
- c. 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
- d. 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.

19.5. If you are domiciled anywhere outside of the Republic of India or the USA then:

- a. you are contracting with **Yoti Ltd**, a company registered in England and Wales whose company registration number is 08998951 and whose registered office is at Fountain House, 130 Fenchurch Street, London, EC3M 5DJ. Our registered VAT number is 199947617;
- b. you can contact us by writing to us at: [organisations@yoti.com](mailto:organisations@yoti.com) or at our United Kingdom registered office address;
- c. 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
- d. 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 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.

## Annex 1

### 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.

**Attribute** means an item of personal data relating to an Individual.

**Bulk Document** means a Document the Sender sends to two or more Signers with the intention that each Signer enters into a separate agreement with the Sender (or a third party the Sender is assisting), with each contract being identical other than the identity of the Signer.

**Content** has the meaning given in clause 3.1.2.

**Coversheet** means the part of an executed Document generated by Yoti Sign which shows the verified Attributes of Signers and Sender.

**Customer** means a user of the Yoti Sign service, being either a Sender or a Signer, and includes you. A Customer may be either an Organisation or an Individual.

**Document** means an agreement executed or to be executed by one or more Customers using the Yoti Sign Platform. 'Document' shall include the Coversheet generated by Yoti Sign.

**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 Sign Platform.

**eIDAS Regulation** means the Regulation (EU) N°910/2014 on electronic identification and trust services for electronic transactions in the internal market.

**Email Auth** is the method of authenticating a Signer merely by their email address.

**Envelope** means a group of 'Documents' sent to the same signers. This feature is not available to 'Personal' plan Senders.

**Fees** means the charges payable by you for use of the Yoti Sign Platform.

**Individual** means a person with the right to use the Yoti Sign Platform as either a Sender or a Signer.

**Individual Terms and Conditions** means the terms and conditions which govern the use of the Yoti app by Individuals and which can be found at [www.yoti.com/terms](http://www.yoti.com/terms).

**Organisation** means anyone (which may include you) operating as a business.

**Privacy Laws** mean the Data Protection Act 2018 and the General Data Protection Regulation 2016.

**Receipts** mean the record of shared Attributes, including metadata.

**Seat** means each Sender account of the Yoti Sign Platform.

**Sender** means the Customer who has uploaded a Document onto the Yoti Sign Platform, either directly or via the use of an API, to send the Document to one or more Signers for execution, and may execute the Document themselves.

**Signer** means the Customer who is a counterparty to a Document and is asked to execute the Document by a Sender.

**Yoti Auth** is the method of authenticating a Signer using the Yoti digital identity app;

**Yoti Organisational T&Cs** means Yoti's terms and conditions for Organisations, which can be found at [www.yoti.com/terms/](http://www.yoti.com/terms/)

**Yoti Sign Platform** means the Yoti Sign 'Web Portal' or API through which the Yoti Sign service is accessible and which for the purposes of this Agreement includes the Yoti system used for performing Yoti Auth services.

**Yoti Sign Website** means [www.yoti.com/business/e-signing](http://www.yoti.com/business/e-signing) or [yotisign.com](http://yotisign.com)

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

**Yoti Website Terms of Use** means Yoti's website terms of use which can be found at [www.yoti.com/terms/](http://www.yoti.com/terms/).



## Annex 2

Yoti shall, when acting as a data processor for the Sender, do the following:

- 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 the Sender;
- b. act only on instructions from the Sender given from time to time in relation to the personal data;
- c. comply with all the relevant requirements of the Privacy Laws;
- d. 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;
- e. take reasonable steps to ensure the reliability of any of its employees, agents and contractors who have access to the personal data;
- f. only transfer personal data outside of the European Economic Area in compliance with the Privacy Laws;
- g. reasonably demonstrate compliance with this Annex 2 on request by the Sender; and
- h. inform the Sender promptly on becoming aware of a breach of security in relation to personal data.

Yoti shall use its reasonable endeavours to assist the Sender (to the extent the Sender reasonably requires it) demonstrate its compliance with its 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.