



Prove My Age Website Terms & Conditions (the "Terms")

By using www.provemyage.com (the "PMA website") and any of the age verification services on www.provemyage.com you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to the Terms, you must not use the PMA website.

1. Welcome to the PMA website

- Prove My Age is a trading name of Yoti Ltd, 5th Floor, 130 Fenchurch St, London, EC3M 5DJ (company number 08998951), but you can call us "**Prove My Age**", "**www.provemyage.com**" or "**PMA**". We have the rights to the PMA website and all content within it.
- To contact us, please email contact@provemyage.com.
- If you are an organisation who wishes to use the services of the PMA website to age verify its users, then you need to enter into a separate agreement with us and integrate with the PMA website. Please contact us at the email address above.
- For consumers the Terms are the entire agreement between us and govern your use of the PMA website and any services on there. For organisations, these Terms apply to your use of the PMA website, but if there is any conflict between these Terms and any other agreement between us, then that other agreement will apply. You may not rely on any prior representation by us, unless it was made fraudulently.

2. Changes to the Terms and the PMA website

- We may update and change the Terms or the content on the PMA website from time to time to reflect changes to our products and services, our users' needs and our business priorities. Every time you wish to use the PMA website, please check the Terms to ensure you understand the Terms that apply at that time.

3. We may suspend or withdraw the PMA website

- The PMA website is made available to consumers free of charge.
- PMA does not guarantee that the PMA 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 the PMA website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- You are responsible for ensuring that all persons who access the PMA website through your internet connection are aware of the Terms and other applicable terms and conditions, and that they comply with them.

4. How you may use the PMA website

- PMA is the owner or the licensee of all intellectual property rights in the PMA website, including 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 the PMA website must always be acknowledged.
- You must not use any part of the content on the PMA website for commercial purposes without first obtaining a licence to do so from us or our licensors, or unless expressly permitted in an agreement you have with us.
- You may only use the PMA website for lawful purposes. You may not use the PMA 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); or
 - 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 the PMA website;
 - any equipment or network on which the PMA website is stored;
 - any software used in the provision of the PMA website; or
 - any equipment or network or software owned or used by any third party;
 - not to reverse engineer, modify, hack, decompile, copy or adapt any software or other code or scripts forming part of the PMA website;
 - not to use any spidering, crawling or similar applications on the PMA website;
 - not to attempt to spoof, trick or bypass our age verification technology in any way; and
 - not to use your own credentials to allow under age persons to be age verified, or pass our age verification systems on behalf of any under age person.

5. Information on the PMA website

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

- The content on the PMA 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 or that link to us

- Where the PMA website contains links to other websites and resources provided by third parties, or third parties use our services for age verification and link to the PMA website, 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.
- Once you have age verified yourself, an anonymous token will be generated that will be shared with the age restricted website you wish to access. Please see the Privacy Policy for more information. We are not responsible for any use or misuse of that token by the age restricted website you wish to access.

7. Our responsibility for loss or damage suffered by you

Yoti Age Scan - an age estimation tool

- Our age estimation tools are exactly that - estimation. We don't claim that they are accurate or that they work equally well for all our users. We and our organisation partners set an age threshold for the age estimation tool that they are happy to accept age estimation for, and it will be a number of years above the age required by law to access the content or purchase the goods or services you want to. If you are lucky enough to look younger than you are, then our technology may not grant you access to the content you want to access. Further, if you are in fact over the required age, but not by very many years, you may be rejected by our age estimation technology. We and our partners offer other age verification methods so this should not be a problem for you. We cannot accept any liability or responsibility to you if our age estimation tool rejects you.

Yoti app

- If you use the Yoti app to prove your age then the Yoti Consumer Terms & Conditions govern your use of the Yoti app on the PMA website.

Third party services

- Some of the services on PMA are provided by third parties. The performance of these services are outside of our control and we do not take responsibility for the availability, speed or performance of those services.

No exclusion

- 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 liability caused by our own fraud or fraudulent misrepresentation.

If you are an organisation

- You use the PMA website "as is". We do not warrant or represent that the PMA website will be suitable for your purpose or available at any time. We exclude all implied conditions, warranties, representations or other terms that may apply to the PMA 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, the PMA website; or
 - use of, or reliance on, any content displayed on the PMA website or services on the PMA website.

In particular, we will not be liable to you under contract, tort, negligence or statute for any: loss of profits, sales, business or revenue; business interruption; loss of data; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect, consequential or incidental loss or damage.

- The maximum liability we will accept to you whether under contract, tort, negligence or statute for use of the PMA website is £100.

If you are a consumer

- Except as provided for by the Terms or other terms and conditions accepted by you, you agree not to use the PMA website for any commercial or business purposes, and we have no liability (whether direct or indirect) to you in contract, tort, negligence or statute for any loss of profit, any loss of revenue, 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 by you failing to have in place the minimum system requirements advised by us.

9. Viruses

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

10. Rules about linking to the PMA 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 the PMA website in any website that is not owned by you.
- The PMA website must not be framed on any other website, nor may you create a link to any part of the PMA 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 the PMA website in ways other than those set out above, please email contact@provemyage.com

11. Governing law and jurisdiction

If you are a consumer

- Then subject to any local law mandating otherwise, please note that the Terms, their subject matter and their formation, are governed by English law. We both agree that, subject to any local law mandating otherwise, the courts of England and Wales will have exclusive jurisdiction in respect of any dispute between us about the Terms or use of the PMA website.

If you are an organisation

- The Terms, 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 in respect of any dispute between us about the Terms or use of the PMA website.

12. Our trademarks are registered

- “provemyage.com”, “Yoti” and the “Yoti” logo are registered trade marks of Yoti Ltd. You are not permitted to use the provemyage.com or Yoti trade marks without our prior written approval.

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