

## Terms of Use

Last Modified: 1 March 2018

### 1. WHATS IN THESE TERMS?

- 1.1 These terms of use (together with the documents referred to in them) ("**Terms of Use**") tell you the terms on which you may make use of our website at [www.ageid.com](http://www.ageid.com) and the age verification universal login we offer (together or individually known as the "**Platform**").
- 1.2 Please read these Terms of Use carefully and make sure you understand them. By using the Platform and/or by registering a User Account you accept these Terms of Use. If you do not accept these Terms of Use, please do not use our Platform or register a User Account.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 The following definitions and rules for interpretation apply to the Terms of Use:

**Business Users:** Businesses who request our age confirmation services to assist them in restricting visitors to their websites to those who are at least 18 years old.

**Group Companies:** This includes any party or entity that is (or was at the relevant time) a subsidiary of us, a parent company of us, a subsidiary of a parent company of us, or a subsidiary of a subsidiary of us, or a subsidiary or parent company of one of these entities, on or after the effective date of these Terms of Use.

**Industrial Property Rights:** Patents, rights to inventions, copyrights and related rights, trademarks, trade names and domain names, rights to layouts, goodwill and the right to take legal action for infringement, design rights, computer software, databases, the right to use and protect the confidentiality of confidential information (including know-how), as well as all other intellectual property rights and copyrights, in any case, whether or not the intellectual property is registered or unregistered in any manner and including all possible use cases and rights granted, renewals or extensions and the priority of a claim based on such rights, and all similar or equivalent rights or forms of protection which, at the present time or in the future, continue or will continue worldwide.

**Personal Users:** Individuals who create an account with us in order to have their age verified so they are able to access age restricted content and/or access to websites that have restricted content and/or websites which restrict access to certain features.

**User:** Anyone who visits or uses the Platform (including Personal Users and Business Users).

**User Account:** An account registered by a Personal User.

**Website:** [www.ageid.com](http://www.ageid.com)

- 2.2 A reference to a company includes firms and corporations as well as other legal entities under public law, regardless of whether and in which form they are founded/established or registered.
- 2.3 Unless otherwise stated in the context, words in the singular include the plural (and vice versa). A reference to a party shall include the representatives, successors or legal successors of that party.

2.4 A reference to a law, a statutory provision or a regulation is a reference to the currently applicable version, including any amendment or revised version of the law and any law, statutory provision or regulation that amends or revises the law.

2.5 Any obligation under the Terms of Use to refrain from certain actions shall also include the obligation not to allow third parties to perform such actions.

### 3. **OTHER APPLICABLE TERMS**

3.1 These terms of use refer to the following additional terms, which also apply to your use of the Platform:

3.1.1 Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

3.1.2 If applicable, any Cooperation Agreement between us.

### 4. **WHO WE ARE AND HOW TO CONTACT US**

4.1 The Platform is owned and operated by Colbette II Limited ("AgeID", "we", "us" or "our"). We are registered in Cyprus and our registered office is at 195-197 Old Nicosia-Limassol Road, Block 1 Dali Industrial Zone, 2540, Cyprus. Our VAT number is CY10325621I.

4.2 If you have any questions about these Terms of Use you can email us at [support@ageid.com](mailto:support@ageid.com). You may also telephone us on +357 22662 320 or fax us on +357 22343 282.

### 5. **OUR PLATFORM AND HOW TO USE IT**

5.1 The Digital Economy Act 2017 requires website operators to verify a person's age before allowing them access rights to certain websites and/or certain types of content shown on websites. Our Platform provides a legally secure service which assists in the age verification and confirmation process between Personal Users and Business Users (utilising personal information held by third parties).

5.2 We do not represent that content available on or through our website is appropriate for use or available to locations other than the UK.

#### 5.3 **Registration of a User Account**

5.3.1 You can visit our website without creating a User Account. However, certain areas of the website and the use of the Universal Login are only available to you if you register a User Account and successfully pass the verification process.

5.3.2 If you wish to register a User Account you will need to do so by completing the registration form on our website. Please note that in order to register a User Account, you must be at least 18 years old.

5.3.3 When you register a User Account, you confirm that you have read and understood our Privacy Policy and agree to these Terms of Use.

5.3.4 You undertake to provide full, accurate and true information about yourself when creating a User Account and to ensure that such information is regularly updated to ensure it remains full, accurate and true in all respects.

5.3.5 We do not charge Personal Users for the registration of a User Account or for age confirmation and verification services (although we cannot guarantee that costs will not be charged by third parties, such as a phone provider for sending a text message).

#### 5.4 **Verification**

5.4.1 In order to be granted a Universal Login, the Personal User must go through the age verification process. This will involve the Personal User submitting personal information to a third party provider commissioned by us who is able to verify whether you are at least 18 years old (such as a mobile phone provider or credit card company).

5.4.2 Please note that you will be required to submit identification documents to the third party, who will verify your age and confirm this to us. We do not conduct the verification ourselves and will not require copies of the identification documents you submit to the third parties.

5.4.3 If the third party provider confirms that the Personal User is at least 18 years old, we will grant them a Universal Login.

5.4.4 If the third party provider does not confirm that the Personal User is at least 18 years old, then we will not grant them a Universal Login. The Personal User will be prevented from re-applying for a period of 72 hours.

#### 5.5 **Universal Login**

5.5.1 The Universal Login enables the Personal User to access the Business Users' Content by using their login details for the User Account.

5.5.2 It is intended that the Universal Login can be used to access a range of Business Users' Content without the need to repeat the age verification process. However, we reserve the right to require Personal Users to repeat the process if we have concerns it was not complied with honestly or if there is a change in law or guidance issued by government, regulator or relevant industry body.

5.5.3 The Personal User may be required to re-enter their username and password each time they want to use their Universal Login.

5.5.4 Please note that the Universal Login can only be used to access Business Users' Content and may not be accepted on all websites which feature age restricted content.

5.5.5 Each Universal Login is only valid for one user. We do not allow you to share your username and password with other persons. You are responsible for the security of your password.

### 6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 Unless otherwise stated, we are the owner or licensee of all intellectual property rights in our Platform and in the materials published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 6.2 You may print off one copy, and may download extracts, of any page(s) from our website for your personal use.
- 6.3 You must not modify the paper or digital copies of any materials you have printed off or download in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4 You must not use any part of the content of our website for commercial purposes without obtaining a licence to do so from us or our licensors. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 6.5 If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 7. **ACCEPTABLE USER BEHAVIOUR**

- 7.1 You are not allowed to use our Platform, your User Account or Universal Login in any way (including submitting material or information) which:
  - 7.1.1 is threatening, slanderous, subversive, abusively liable to incite racial hatred, discriminatory, insulting, offensive, inflammatory, blasphemous, xenophobic, or criminal, infringes data protection laws or which is capable of causing difficulties or inconvenience to other persons;
  - 7.1.2 you do not have all necessary licenses and/or approvals for;
  - 7.1.3 breaches our Intellectual Property Rights or the Intellectual Property Rights of any third party;
  - 7.1.4 contains any kind of advertising for websites other than the Platform; or
  - 7.1.5 encourages, enables or allows access to age restricted content to individuals who do not meet the legal age requirements;
  - 7.1.6 is untruthful or fraudulent, which includes:
    - 7.1.6.1 using stolen debit/credit or identification documents;
    - 7.1.6.2 submitting incorrect or false information;
    - 7.1.6.3 misusing account data;
    - 7.1.6.4 any other fraudulent activity or prohibited activity (including money laundering);
    - 7.1.6.5 creating multiple User Accounts;
  - 7.1.7 to access material which is illegal (including but not limited to child pornography); and/or
  - 7.1.8 constitutes or encourages conduct that would be considered a criminal offence, would result in civil liability or otherwise violate the law or infringe the rights of any third party in any country of the world.

7.2 You must keep your login details and password safe and must treat such information as confidential. You must not disclose such information to third parties.

## 8. ACCESS TO THE SERVICE

8.1 Although AgeID aims to ensure that the Platform and Universal Login are available 24 hours a day, this cannot be guaranteed. Access to the Platform and/or the Universal Login may be suspended temporarily and without further notice in the event of system errors, maintenance or repair work or for reasons beyond AgeID's control.

## 9. TERMINATION

### 9.1 Termination by us:

9.1.1 If you breach these Terms of Use (or any other terms referred to within them), your permission to use the Platform automatically terminates. In addition, we reserve the right to block and/or terminate User Accounts and Universal Logins in such cases with immediate effect and, if applicable, to assert claims for damages in any manner available to us under the law.

### 9.2 Termination by you:

9.2.1 You can terminate your User Account/Universal Login by sending a message to [support@ageid.com](mailto:support@ageid.com) and confirming you want to terminate your account immediately. We will send you a confirmation email when the User Account/Universal Login has been terminated.

9.2.2 Until receipt of your complete and necessary data by us, the cancellation is not effective. It is your responsibility to demonstrate that you have sent a notice of termination and/or received a confirmation of termination.

Please note: If you decide to delete your User Account, you may no longer be able to use the Universal Login to access the Business Users' Content. If you want to create a new User Account, you will have to go through the age verification process again to be granted a Universal Login. We make no guarantees that we will allow you to re-apply or that on subsequent application(s) you will pass age verification procedures and/or be granted a Universal Login.

## 10. DATA PROTECTION

10.1 Please refer to our Privacy Policy, which can be found [here](#), for details of personal information we collect, process and store on our Platform.

10.2 Please note that we have no control over the collection, processing and use of information by Business Users in respect of use of their websites. We do not make any guarantees or representations as to the privacy policies of our Business Users or any third party website and you should review such policies before using their websites and/or providing your personal information to them.

## 11. NO RELIANCE OR WARRANTIES

11.1 The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist

advice before taking, or refraining from, any action on the basis of the content on our website.

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

## 12. **NO RESPONSIBILITY OF THIRD PARTY WEBSITES**

- 12.1 Where our website contains links to other sites 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.

- 12.2 We also have no control over Business Users' Content (even where they are operated by one of our Group Companies). We are not responsible for your decision to visit any particular website using the Universal Login. We do not review Business Users' Content and are not responsible for what it may contain. You should not rely on a websites' use of the Universal Login as an endorsement of the content contained within it. Please note in particular that due to the requirement for age verification, Business Users' Content may contain visual images, sounds and verbal descriptions of a sexual and/or graphic nature.

## 13. **LIMITATION OF OUR LIABILITY TO YOU**

- 13.1 Whether you are a Personal User or Business User:

13.1.1 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.

### 13.2 **If you are a Business User only:**

13.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

13.2.2 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:

13.2.2.1 use of, or inability (or you or third parties) to use, our Platform;  
or

13.2.2.2 use of or reliance on any content displayed on our website.

13.2.3 In particular, we will not be liable for loss of profits, sales, business or revenue; business interruption; loss of or corruption to data; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

13.2.4 Subject always to Clause 13.1.1, our liability to you for loss or damage arising out of or in connection with your use of Platform, User Account or Universal Login will in no circumstances exceed the greater of (i) total payment received from the Business User in the last 12 months, or (ii) the sum of £1,000.

**13.3 If you are a Personal User only:**

13.3.1 Please note that we only provide our Platform to you for domestic and private use. You agree not to use our Platform for any commercial or business purposes and subject to always to Clause 13.1.1 we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 In respect of any User (and subject always to Clause 13.1.1), we will have no liability to you for loss or damage that was not foreseeable to you and us when these Terms of Use were formed or that was not caused by an breach on our part (loss or damage would be "foreseeable" if, before your use of the Platform, such loss or damage was contemplated by you and us or you notified us that the loss or damage might occur in the event of our breach).

13.5 We do not accept any liability for transmitted contents, data and files of the Platform. All content is executable with standard configurations of the current browsers Internet Explorer, Mozilla Firefox and Google Chrome on Windows basis. However, please note that malfunctions may occur when deactivating cookies, Java or Javascript, when using firewalls or non-Microsoft operating systems. You are responsible for the proper configuration of your PC, network, Internet access and any additional software and plug-ins installed.

13.6 As outlined in Clause 12 we have no control over third party websites and we are not responsible or liable for access to such websites (whether by direct access or indirect access via the Platform and/or Universal Login).

**14. REMEDIES AND INDEMNIFICATION**

14.1 Without prejudice to any other rights, we reserve the right to take appropriate action in the event of a breach or threatened breach by you of any provision of these Terms of Use, including immediate suspension of your access to your User Account, termination of your User Account, termination of your access to the Platform as a Business User (if applicable) and/or initiation of legal action against you.

14.2 If you are a Business User, you agree to protect, indemnify and hold harmless AgeID, our Group Companies, shareholders, directors and employees, from and against all claims, liability claims, damages, losses, costs and expenses, including all lawyers' and court costs and other fees, arising from a total or partial breach of these Terms of Use, from a breach of any law or third party rights, and from your use of the Platform or from a third party who accesses the Platform by means of your login credentials.

**15. VIRUSES, HACKING AND OTHER OFFENCES**

15.1 You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack.

15.2 By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

16. **LINKING TO THE PLATFORM**

16.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

16.2 The Platform must not be framed or embedded on any other site unless expressly permitted by the terms at Clause 3.1.2. You must not create a link to any part of the Platform other than the home page without our permission. We reserve the right to withdraw linking permission without notice. The website from which you are linking or in which the Platform is embedded (if authorised) must at all times comply in all respects with the content standards set out in our acceptable user behaviour policy at Clause 7.

17. **ASSIGNMENT**

We reserve the right to assign these Terms of Use to another party at any time and without prior notice. In such a case, you have the right to withdraw from the contract.

18. **WAIVER**

Any waiver by us of rights in the event of a breach of these Terms of Use shall not be deemed to be a waiver in the event of subsequent breaches of any provision of these Terms of Use or a waiver in the event of breaches of any other provision of these Terms of Use.

19. **CHANGES**

19.1 We reserve the right to make changes to our Platform, any of the services we offer and the Universal Login if there is a change in law or guidance issued by government, regulator or relevant industry body.

19.2 We reserve the right to amend these Terms of Use at any time at its own discretion by publishing an updated version of the Terms of Use under this URL.

19.3 When we do so, we will also update the "Last Modified" date at the top of these terms of use. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Platform.

19.4 All changes to these Terms of Use shall be deemed to have been approved if you do not object within 30 days of the revised Terms of Use being uploaded. If these changes are not acceptable to you, your sole remedy is to terminate your User Account, Universal Login and to stop using the Platform. If you continue to use the Platform your User Account and/or your Universal Login after expiry of the 30-day period despite the amended Terms of Use, your continued use will be considered as binding consent to the changes.

20. **OTHER PROVISIONS**

20.1 Nothing in these Terms of Use shall create or confer any rights or other benefits to third parties that are not part of the business relationship between the parties.

20.2 These Terms of Use and our other documents and policies referred to in these Terms of Use constitute the entire agreement between you and AgeID with respect to the Platform and supersede all previous agreements or arrangements between the parties.

## 21. **COMPLAINTS**

21.1 If you would like to contact us with any questions, comments or feedback regarding these Terms of Use or any other aspect of the Platform, products or services, you can contact us through the details listed at Clause 4. We will usually confirm receipt by using the same method as you used to contact us.

21.2 We will always endeavour to resolve any complaint you may have. However, if it is not possible to resolve any dispute which may arise between us, either party is entitled to seek further recourse through the ODR Platform<<http://ec.europa.eu/consumers/odr>>. Operated by the European Commission, the ODR Platform is an online platform providing businesses and consumer customers in the European Union with a forum for resolving online sales disputes without the need to go to court. The dispute resolution services available on the Platform are provided free of charge, although neither you nor we are under any obligation to participate. This paragraph 21.2 only applies to you if you are a Personal User.

## 22. **APPLICABLE LAW AND JURISDICTION**

22.1 If you are a Personal User, please note that these Terms of Use, their subject matter and their formation, are governed by English law. Consumers who are habitually resident abroad can always invoke the mandatory consumer protection law of the state in which they have their habitual residence, irrespective of the specific choice of law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

22.2 If you are a Business User, these Terms of User, 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.