Age Scan by Yoti Game Terms & Conditions (the “Terms”)

By using the Age Scan, powered by Yoti game ("Age Scan") at https://yoti.world/age-scan (the “Age Scan website”) you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to these Terms, you should not use the Age Scan website.

1. Welcome to the Age Scan website

   ● The Age Scan website is owned and operated Yoti Ltd, a company with company number 08998951 with its registered office at 5th Floor, 130 Fenchurch St, London, EC3M 5DJ). We have the rights to the Age Scan website and all content within it.

   ● To contact us please email hello@yoti.com.

   ● The Terms are the entire agreement between us and govern your use of the Age Scan website.

2. How the Age Scan Game works

   ● Age Scan is an age estimation tool that can estimate your age by simply looking at your face. You can present your face or a picture in front of the camera and Age Scan will return the estimated age. You may use this game to compare the age estimate result from Age Scan with your actual age.

   ● The Age Scan game on this website does not involve any anti-spoofing measures so you may present pictures of yourself and others. If you use a picture of another person you should get their permission first, where possible. (Use of Age Scan by our clients will use anti-spoofing measures to prevent this).

   ● Age Scan powered by Yoti works best with natural light cameras.

3. Privacy

   ● Age Scan asks you to take a photo of your face in order to estimate your age. After an age estimate result is returned to you the photo you submitted is automatically and immediately deleted.

   ● If you want more information about the privacy aspects of the Age Scan website you can contact privacy@yoti.com.

4. Changes to the Terms and the Age Scan website

   ● We may update and change the Terms or the content on the Age Scan 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 Age Scan website, please check the Terms to ensure you understand the Terms that apply at that time.

5. We may suspend or withdraw the Age Scan website

• Yoti does not guarantee that the Age Scan 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 Age Scan website for business and operational reasons.

• You are responsible for ensuring that all persons who access the Age Scan website through your internet connection are aware of the Terms and other applicable terms and conditions, and that they comply with them.

6. How you may use the Age Scan website

• Yoti is the owner or the licensee of all intellectual property rights in the Age Scan 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 Age Scan website must always be acknowledged.

• The Age Scan website has been created with the aim of allowing consumers to test and play with our age estimation algorithm. You must not use any part of the content on the Age Scan website, including the age estimate result, for any commercial purposes (including but not limited to testing, benchmarking (even internally), creating a dataset, training an algorithm, any form of machine learning or to age verify users of your products or services) without first obtaining a licence to do so from us. Please contact business@yoti.com if you are interested in using or testing Age Scan for commercial purposes.

• You may only use the Age Scan website for lawful purposes. You may not use the Age Scan website:
  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 Age Scan website;
    • any equipment or network on which the Age Scan website is stored;
    • any software used in the provision of the Age Scan 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, algorithm or other code or scripts forming part of the Age Scan website; and

not to use any spidering, crawling or similar applications on the Age Scan website.

7. Information on the Age Scan website

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

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

8. We are not responsible for websites we link to or that link to us

- Where the Age Scan website contains links to other websites and resources provided by third parties, or third parties link to the Age Scan 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.

9. Our responsibility for loss or damage suffered by you

- The Age Scan game is an age estimation tool only. We don’t claim that it is accurate or that it works equally well for all users.

- Except as provided for by the Terms or other terms and conditions accepted by you, you agree not to use the Age Scan 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.

- Except as provided for by the Terms or other terms and conditions accepted by you, our maximum liability to you for any loss incurred as a result of using the Age Scan website is capped at an aggregate of £50.

- 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.

10. Viruses

- We do not guarantee that the Age Scan 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 Age Scan website. You should use your own virus protection software.

11. Rules about linking to the Age Scan 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 Age Scan website in any website that is not owned by you.

● The Age Scan website must not be framed on any other website, nor may you create a link to any part of the Age Scan 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 Age Scan website in ways other than those set out above, please email business@yoti.com

12. Governing law and jurisdiction

● 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 Age Scan website.

13. Our trademarks are registered

● “Yoti” and the “Yoti” logo are registered trademarks of Yoti Ltd. You are not permitted to use the Yoti trade marks without our prior written approval.

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