

KYC AVC UK LTD

TERMS OF SALE

Revision 1.4 01/03/2021

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SCHEDULE ONE - TERMS APPLICABLE FOR AVCS FOR SALES OF YOUR PRODUCTS OR SERVICES VIA ALL ONLINE MEDIA (EXCLUDING EBAY)

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TERMS OF SALE

BACKGROUND:

These Terms of Sale set out the terms under which Services are sold and provided by Us to business customers through our website, www.verifymyage.co.uk ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Affiliate"	means in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
"AVC"	means an age verification check, performed by Us;
"Contract"	means a contract for the purchase and sale of Services, as explained in Clause 6.2;
"Commencement Date"	means the date the Contract commences in accordance with Clause 6.2;
"Data Protection Legislation"	means 1) The Data Protection Act 2018, 2) unless and until the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 3) any legislation which succeeds The Data Protection Act 2018 and the GDPR (as amended from time to time);
"Initial Term"	means an initial term commencing on the Commencement Date and continuing thereafter until the expiry of 12 months from the 1st day of the calendar month following the Commencement Date. For eBay sellers, this "Initial Term" does not apply;
"Order Form"	means the Order Form entered into between us for the provision of age verification services;
"Liquidated Damages"	means the liquidated damages payable by you to Us in accordance with Clause 5.3 and the Schedules;
"Renewal Period"	means each successive period of 12 months following expiry of the Initial Term, as explained in Clause 9.1;
"Schedule"	means a schedule to these Terms of Sale;
"Services"	means the age verification services which are to be provided by Us to you;

Service Period	means a period of 7 days starting on the day you request your first AVC, or subsequent AVC following the termination of any prior Service Period;
“Terms of Sale”	means the terms of sale set out in this document, including any Schedules; and
“We/Us/Our”	means KYC AVC UK LTD, a Limited Company registered in England & Wales under company number 12050874 whose postal address is 206 Brickfields Business Centre, 37 Cremer Street, London E2 8HD

2. **Information About Us**

- 2.1 Our Site, <https://www.verifymyage.co.uk>, is owned and operated by KYC AVC UK LTD.
- 2.2 We are regulated by the Information Commissioner’s Office.

3. **Access to and Use of Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Privacy Policy <https://www.verifymyage.co.uk/privacy.html> Please ensure that you have read them carefully and that you understand them.

4. **Business Customers & Compliance with Law**

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Services for personal purposes (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 4.2 You warrant that the details you have provided to us in respect of your account for our Services are complete and accurate.
- 4.3 These Terms of Sale, together with the Order Form, any other terms and Data Processing Agreements referenced herein that are applicable to the Services ordered, constitute the entire agreement between Us and you with respect to your purchase of Services from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out or otherwise referred to in our Contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.
- 4.4 Any obligation we have to comply or ensure compliance by any person or the Services with any law shall be limited to compliance with laws applicable within the United Kingdom, as generally applicable to businesses and to providers of age verification services.

- 4.5 Such obligations shall not be construed to create any obligation on us (or anyone acting on our behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as the insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

5. Services and Pricing and Exclusivity

- 5.1 We provide age verification services to a stated Vector of Trust to online business customers who are required by law to verify the age of their customers or users before supplying certain restricted products or services.
- 5.2 Our prices are set out in the Schedules to these Terms of Sale.
- 5.3 Our prices are calculated on the basis that we will be your exclusive provider of age verification services for all online sales worldwide of your products or services during the term of this Contract. By entering into a Contract with us you agree that you will not directly or indirectly solicit or receive from any third party, nor will you nor any Affiliate undertake or perform, services which are the same or materially similar to the Services. In the event of any breach of this Clause 5.3, you will pay us the Liquidated Damages set out in the Schedules which you agree are a fair estimate of the loss suffered by Us as a result of any such breach. For eBay sellers, this clause 5.3 does not apply.
- 5.4 Prices on Our Site are shown exclusive of VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6. Incurring charges

- 6.1 Our Site will guide you through the account set up process. Before submitting your account details to Us you will be given the opportunity to review your details and amend any errors. Please ensure that you have checked your account details carefully before submitting them.
- 6.2 No part of Our Site constitutes a contractual offer capable of acceptance. Setting up your account constitutes a contractual offer to Us that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your account details does not mean that We have accepted them. Our acceptance is indicated by Us sending you an account set up confirmation by email. As part of the account set up process we may make a small test charge against your chosen payment method. Only once We have sent you an account set up confirmation email will there be a legally binding contract between Us and you ("the Contract").
- 6.3 Once your account has been set up, you can make AVC requests via our API. Each successful request for AVC (i.e. where the subject is verified by Us as being over 18 years old) returned to you will incur a fee in line with our standard pricing as set out in the Schedules.

7. Payment

- 7.1 We will invoice you at the end of each Service Period, or when your account has incurred £1,000 in fees, if sooner (in which case that Service Period will terminate early and a new Service Period will commence on the day following our invoice). We will automatically charge the payment card associated with your account.
- 7.2 All sums due must be paid in full without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).

- 7.3 If you do not make any payment to Us by the due date as shown on Our invoice, We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Starling Bank Limited from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum; and
- 7.4 The provisions of sub-Clause 7.3 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will be payable while such a dispute is ongoing. Once any such dispute is resolved, We will charge interest on correctly invoiced sums from the original due date.

8. Provision of the Services

- 8.1 We are certified under PAS 1296:2018 for certain methods of online age verification. As part of our certification we have published details of our vectors of trust, which you may review here: <https://www.verifymyage.co.uk/vot.html>.
- 8.2 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 14 for events outside of Our control.
- 8.3 We will take what We consider to be reasonable skill and care in the provision of the Services and will make what We consider to be reasonable efforts to ensure that the Service remains available at all times. We cannot, however, be held responsible for any delays or temporary unavailability if an event outside of Our control occurs
- 8.4 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt Service provision to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform You in advance by email before suspending or interrupting the Services.
- 8.5 We have a programme of product development and continuing improvement, which means that We may make updates and changes to the Service from time to time. If We change the Service in a way that materially reduces Your functionality, We will notify You at the email address associated with Your account.
- 8.6 Any and all personal data processed by Us (as a data processor) on your behalf (as a data controller) in the course of providing the Services shall be processed in accordance with the terms of a separate Data Processing Agreement between Us and you, as per the requirements of the Data Protection Legislation.

9. Term and Termination

- 9.1 Your Contract with us commences on the Commencement Date and, unless and until terminated in accordance with this Clause 9 or Clause 10 below, will continue for the Initial Term and thereafter will automatically renew for successive periods of 12 months beginning on each anniversary of the Commencement Date (each a “Renewal Period”). For eBay sellers, an Initial Term and this clause 9.1 do not apply.
- 9.2 You may cancel your contract with Us:
- a) by giving us notice in writing within seven (7) days of the Commencement Date; or

- b) by giving us not less than three (3) calendar months' prior written notice (from the last day of the Initial Term, if applicable).
- 9.3 Any notice given to us under clause 9.2 must be via the details available at <https://www.verifymyage.co.uk/contact.html>. You shall remain liable to Us for all charges and for any AVC fees incurred prior to termination.
- 9.4 We shall not refund fees paid for successful AVCs.

10. **Our Rights to Cancel**

- 10.1 We may cancel the Contract after We have begun providing the Services due to an Event outside of Our control (as under sub-Clause 12.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling.
- 10.2 Once We have begun providing the Services, We may cancel the Contract at any time and will give you at least 30 calendar days' written notice of such cancellation. You will only be required to pay for Services that you have received.
- 10.3 We may cancel immediately by giving you written notice in the following circumstances. You will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling:
 - 10.3.1 You fail to make a payment by the due date as set out in Clause 6. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 6.3; or
 - 10.3.2 You breach the contract in a material way and fail to remedy the breach within 14 days of Us asking you to do so in writing.

11. **Our Liability**

- 11.1 Subject to sub-Clause 13.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 11.2 Subject to sub-Clause 13.3 Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be no more than the total fees paid by you to Us in the 12 months prior to the claim.
- 11.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

12. **Events Outside of Our Control (Force Majeure)**

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our

performance of any of Our obligations under these Terms of Sale:

- 12.2.1 We will inform you as soon as is reasonably possible;
- 12.2.2 Our obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 12.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

13. **Communication and Contact Details**

13.1 For:

- 13.1.1 General questions;
- 13.1.2 Matters relating to Our Services or your Order; or
- 13.1.3 Matters relating to cancellations;

Please contact Us by email at support@verifymyage.co.uk, or by post at KYC AVC UK LTD, 206 Brickfields Business Centre, 37 Cremer Street, London E2 8HD.

14. **Complaints and Feedback**

- 14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 14.2 If you wish to give Us feedback about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 14.2.1 In writing, addressed to Verify My Age, KYC AVC UK LTD, 206 Brickfields Business Centre, 37 Cremer Street, London E2 8HD;
 - 14.2.2 By email, addressed to Support at support@verifymyage.co.uk.

15. **How We Use Your Personal Information (Data Protection)**

- 15.1 All personal information of yours that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018 and EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy (<https://www.verifymyage.co.uk/privacy.html>).
- 15.3 Please also refer to sub-Clause 8.5, with reference to specific Data Processing Agreements, where the Services will entail Us processing personal data on your behalf.

16. **Other Important Terms**

- 16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We

sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

- 16.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 16.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 16.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We materially change these Terms of Sale at any time, We will give you at least 7 days written notice of the changes before they come into effect.

17. **Law and Jurisdiction**

- 17.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 17.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 17.3 These Terms of Sale and foregoing liability disclaimer do not affect any mandatory legal rights that cannot be excluded under applicable law, for example under certain consumer protection laws in certain countries. If the law of the country where you reside does not allow any particular limitation or exclusion of liability provided for in this clause, that limitation will not apply. The liability disclaimer will otherwise apply to the maximum extent allowed by your local law.
- 17.4 The original English language version of these Terms of Sale may have been translated into other languages. Any translated version is a courtesy only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these Terms of Sale or inconsistency between the English version and any other language version, the English language version to the extent permitted by law shall apply, prevail and be conclusive.

SCHEDULE ONE
TERMS APPLICABLE FOR AVCS
FOR SALES OF YOUR PRODUCTS OR SERVICES VIA ALL ONLINE MEDIA (EXCLUDING EBAY)

1. Prices

- 1.1. For the purposes of this Schedule One, a “Billable Transaction” means a request sent by you to us for an AVC which we are able to successfully complete to confirm that the buyer is 18+.
- 1.2. For the avoidance of doubt, any further AVC for a buyer who has already successfully completed an AVC:
- 1.2.1. will not amount to a separate Billable Transaction for the purposes of this Schedule One, if the purchase for which the further AVC is requested is via the same website or online medium; and
- 1.2.2. will amount to a separate Billable Transaction for the purposes of this Schedule One, if the purchase for which the further AVC is requested is via a different website or online medium.
- 1.3. You agree to pay us a fixed fee per Billable Transaction as set out below:

# Billable Transactions per calendar month	Price per Billable Transaction
>40,000	£0.80
30,000 - 39,999	£0.84
20,000 - 29,999	£0.88
10,000 - 19,999	£0.92
8,000 - 9,999	£0.94
6,000 - 7,999	£0.96
4,000 - 5,999	£0.98
1 - 3,999	£1.00

- 1.4. We reserve the right to increase the above prices annually on each anniversary of the Commencement Date on not less than five (5) calendar months prior written notice to you.

2. Liquidated Damages

- 2.1. For any breach of Clause 5.3 of the Terms of Sale, you agree to pay us Liquidated Damages for every age verification check in breach of Clause 5.3 at a rate of £0.60 per age verification check equivalent to a Billable Transaction under Our Contract.

3. VMA Logo and age verification statement

- 3.1. Access to Our Site is conditional upon the use of our logo and age verification statement in respect of all AVC requests undertaken by Us. You agree that you will display the logo and age verification statement We provide to you on every page of every online medium offering products or services for sale subject to an AVC by Us.

SCHEDULE TWO TERMS APPLICABLE FOR AVCS FOR SALES OF YOUR PRODUCTS OR SERVICES VIA EBAY

1. Prices

- 1.1. For the purposes of this Schedule Two, a “Billable Transaction” means a request sent by you to us for an AVC which we are able to successfully complete to confirm that the buyer is 18+.
- 1.2. For the avoidance of doubt, any further AVC for a buyer who has already successfully completed an AVC will amount to a separate Billable Transaction for the purposes of this Schedule Two.
- 1.3. You agree to pay us a fixed fee per Billable Transaction as set out below:

# Billable Transactions, per eBay ID, per calendar month	Price per Billable Transaction
>40,000	£0.35
30,000 - 39,999	£0.37
20,000 - 29,999	£0.39
10,000 - 19,999	£0.41
8,000 - 9,999	£0.42
6,000 - 7,999	£0.43
4,000 - 5,999	£0.44
1 - 3,999	£0.45

- 1.4. We reserve the right to increase the above prices annually on 18th March of each year in accordance with the % increase in the United Kingdom Retail Price Index; and
- 1.5. You agree to pay us for test purchases of up to £25 per test purchase (plus cost of goods purchased) at a rate in respect of an individual eBay Seller of no more than 1 test purchase per 2,500 transactions.

2. Trading Standards

- 2.1. By entering into these Terms of Sale with us, and if your business is physically located in England or Wales, you will become part of our regulated group in accordance with our Primary Authority (PA) partnership with Peterborough Trading Standards. You agree to follow any PA advice issued via our PA to you. If you fail to follow our advice, we may immediately suspend the provision of our services to you and/or remove you from the list of businesses covered by our PA partnership, and make any required notifications of your non-compliance to the PA. If our PA partnership is revoked we will notify you in writing. The benefits from the PA partnership will then be withdrawn. If your business is not based in England or Wales, then you will not be part of our regulated group, nonetheless we recommend that you follow our PA advice.
- 2.2. You have warranted that the details you have provided to us in respect of your account for our Services are complete and accurate. Where we hold inaccurate or incomplete details for your business, you may not receive the benefit of the PA partnership.

UPDATED: March 2021



AGREEMENT FOR AGE VERIFICATION SERVICES

ORDER FORM

This Agreement between KYC AVC UK Ltd, trading as VerifyMyAge ("VerifyMyAge"), and the person or company indicated below ("Customer") confirms the Customer's order for services by VerifyMyAge, pursuant to the terms set out in this Order Form and the Terms of Sale.

Key Terms	Terms of Sale	Clause
Prices	Our prices are set out in the Schedules to the Terms of Sale. We reserve the right to vary our prices.	5.2
Exclusivity	Our prices are calculated on the basis that we will be your exclusive provider of age verification services for all online sales worldwide of your products or services during the term of our Contract. Breach of this clause will result in the penalties set out in the Contract. For eBay sellers, this clause 5.3 does not apply.	5.3
Charges	We will only charge for when we are able to confirm your buyer is over 18.	6.3
Payment	We will invoice you every 7 days or sooner if you incur more than £1000 in fees.	7.1
Term	12 month fixed term agreement, and will be automatically renewed unless you terminate in accordance with the Contract. For eBay sellers, this fixed term does not apply.	9.1
Cooling off period	You may terminate the Contract during the first 7 days by giving us notice.	9.2(a)

1 Definitions

1.1 Defined terms in this Order Form shall have the meaning given in this Order Form and the Terms of Sale which are attached to this Order Form.

1.2 In this Order Form, the following terms have the meanings set out below, unless the context requires otherwise:

Terms of Sale the VerifyMyAge terms of sale scheduled to this Order Form; and

VMA, us, we, our, VerifyMyAge KYC AVC UK Ltd, trading as VerifyMyAge, a company registered in England, Company Number 12050874, with its registered office at 206 Brickfields Business Centre, 37 Cremer Street, London, E2 8HD, England.

1.3 Subject to 1.4 below, in the event of any conflicting terms in any part of our Contract, this Order Form shall prevail, followed by the Terms of Sale.

1.4 The table of Key Terms in the Order Details section above provides a summary of the key terms of our Contract in plain English. To the extent of any conflict between this table of Key Terms and the same terms in the Terms of Sale, the Terms of Sale shall prevail.

2 Execution

2.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

AGREED by the parties:

CUSTOMER DETAILS

Name of Business: Rey Customs

Status: Limited Company

Trading address: 5 Fulwood Avenue, Wembley , London, HA0 1LS

Registered company number: 13790499

Store: roza111283

Main contact name: Agata Wojcik

Main contact email: wojcikagata@yahoo.pl

Invoice email: wojcikagata@yahoo.pl

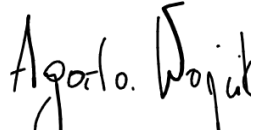
ORDER DETAILS

VMA Order Number: 58009

Special Terms: N/A

SIGN

Signed:



Name:

Agata Wojcik

Position:

Administrator's

for and on behalf of:

Rey Customs

Date of signature:

25/07/2022

Signed:



Name:

Ryan Shaw

Position:

CEO

for and on behalf of:

KYC AVC UK Ltd

Date of signature:

25/07/2022

TITLE	VerifyMyAge Contract
FILE NAME	vma-order-form-ebay-2021.pdf
DOCUMENT ID	07f420940a3c6834f6f9e7389251542dfa8b6165
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was signed on verify.verifymyage.co.uk

Document history



SENT

07 / 25 / 2022

14:07:39 UTC

Sent for signature to Agata Wojcik (wojcikagata@yahoo.pl)
from info@verifymyage.co.uk
IP: 107.178.206.148



VIEWED

07 / 25 / 2022

14:07:39 UTC

Viewed by Agata Wojcik (wojcikagata@yahoo.pl)
IP: 188.29.97.232



SIGNED

07 / 25 / 2022

14:09:07 UTC

Signed by Agata Wojcik (wojcikagata@yahoo.pl)
IP: 188.29.97.232



COMPLETED

07 / 25 / 2022

14:09:07 UTC

The document has been completed.