

TERMS FOR PROCESSING OF PERSONAL DATA OF USERS

Valid from 29.05.17

1. Veriff OÜ, registry code 12932944, registered address at Niine 11, 10414 Tallinn, Estonia (“**Veriff**”) offers electronical verification (the “**Verification**”) services (the “**Services**”) and issues licenses to use verification software (the “**Software**”) for merchants (the “**Merchant**”) on the basis of agreement entered into with the Merchant (the “**Contract**”).
2. The subject of Verification shall be existing or prospective clients of the Merchant (the “**Users**”) whom the Merchant has directed to Veriff’s website <http://www.veriff.me/> (the “**Veriff’s Website**”) for Verification purposes.
3. The Verification may include following: taking photos of the identification document of the User, taking photos of the User, recording a video of the Verification (including video of photo-taking, video of interview), recording technical device data of the User, taking interview with the User, gathering data about the User from different external databases (Population Registry etc.).
4. In the course of Verification Veriff shall process Users’ personal data, including, when necessary, sensitive personal data. Processing of personal data shall be considered to include any operation or procedure performed with personal data for the purposes of the Personal Data Protection Act valid in the Republic of Estonia, i.e. including the collection, recording, organisation, storage, alteration, disclosure, granting access to personal data, consultation and retrieval, use of personal data, communication, cross-usage, combination, closure, erasure or destruction of personal data or several of the aforementioned operations, regardless of the manner in which the operations are carried out or the means used.
5. Veriff shall process following personal data of the User: information about User’s device used during Verification, photo of the User, photo of the identification document of the User used in the Verification, video of the User, video of the Verification, information received from external database, information disclosed by the User to Veriff, information retrieved from the Merchant.
6. The Verification may be conducted only regarding Users who have given consent (the “**Consent**”) to Veriff for processing his/her personal data. The Consent may be given by the User only at Veriff’s Website. The Verification will be discontinued with regard to each User who has not given his/her Consent.
7. By giving Consent each User confirms that Veriff may process his/her personal data based on these terms for processing of personal data of Users (the “**Terms**”).
8. Veriff undertakes to maintain the security of Users’ personal data and to use Users’ personal data only for provision of the Service set forth in the Contract, including submission of certain personal data to the Merchant. Veriff shall not use the User’s personal data for any purpose unrelated to performance of Contract (including direct marketing).
9. These Terms shall become valid from the date referred to above and shall remain

valid until cancelled or amended by Veriff.

10. These Terms shall apply to all Users.