

22 June 2018

Royal Mail Identity Verification service Terms and Conditions

VERSION: 3

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TERMS & CONDITIONS FOR ROYAL MAIL IDENTITY VERIFICATION SERVICE

1 THESE TERMS

1.1 These are the terms and conditions on which we supply the Royal Mail Identity Verification service to You.

1.2 We recommend that You read these Terms & Conditions carefully and print a copy for Your future reference. These Terms & Conditions tell You who we are, how we will provide services to You, how You and we may change or end the contract, what to do if there is a problem and other important information. If You do not understand any point please contact us to discuss before You register, using the details at clause 2.2.

1.3 You may have other consumer rights granted by law and these Terms & Conditions do not affect such rights.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Royal Mail Identity Verification service is a trading name of Royal Mail Group a public limited company registered in England and Wales under company number 4138203 with a registered office address of 100 Victoria Embankment, London, EC4Y 0HQ.

2.2 You can contact us by telephoning our Helpdesk at 0345 266 0116, by emailing identityverification@royalmail.com or by writing to us at FREEPOST ROYAL MAIL IDENTITY VERIFICATION.

2.3 We may have to contact you in 3 different circumstances:

(a) if you initiate contact with us, in which case we will respond to You either by telephone or by writing to You at the email address or postal address You provide to us as part of Your registration; or

(b) we need to make an essential service update communication relating to the Royal Mail Identity Verification service, in the which case we will notify you by writing to You at the email address or postal address You provide to us as part of Your registration; or

(c) we need to make a non-essential service update communication relating to the Royal Mail Identity Verification service, in the which case we will notify you by writing to You at the email address or postal address You provide to us as part of Your registration

3 OUR CONTRACT WITH YOU

3.1 These Terms & Conditions (together with any documents referred to in it) are a legal and binding agreement between You and us and govern Your use of the Royal Mail Identity Verification service.

3.2 By selecting the check box when registering for the Royal Mail Identity Verification service You are confirming that You accept these Terms & Conditions and have read and understood our Privacy Policy and Cookie Policy (and any documents referred to in any of them). You agree to comply with these Terms and Conditions.

3.3 Our acceptance of Your order will take place when we email You to notify You that we accept Your registration, at which point a contract will come into existence between You and us.

3.4 This contract will continue in existence and we will continue to provide the Royal Mail Identity Verification service until You or we terminate this contract in accordance with clause 13.

4 DEFINITIONS

4.1 When the following words are used in these Terms & Conditions, this is what they will mean:

(a) "we", "us" or "our": Royal Mail Group;

(b) "You" or "Your": the person wishing to access and/or use the Royal Mail Identity Verification service;

(c) Royal Mail Identity Verification service: the Royal Mail Identity Verification service provided by us to You as described further, and made available to You, online from time to time and on the terms set out in these Terms & Conditions, our Privacy Policy and our Cookie Policy;

(d) Assured Identity Credentials: Your identity credentials once verified by the Royal Mail Identity Verification service;

(e) Cookie Policy: our Cookie Policy available on the Website and as amended by us from time to time;

(f) Data Protection Act: the Data Protection Act 2018 (as amended or re-enacted from time to time);

(g) Event Outside Our Control: any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure, delay or disruption of public or private telecommunications networks, the internet, denial of

service attacks, computer equipment failures or other equipment failures that are not under our control;

(h) Good Industry Practice: at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert provider of services which are similar to the Royal Mail Identity Verification service, such provider seeking to comply with its contractual obligations in full and complying with applicable laws;

(i) Government Department: UK Government departments which accept the Assured Identity Credentials of individuals wishing to access their services online, such as renewing Your driving licence at DVLA or filing Your tax at HMRC;

(j) Government Digital Service: Unit within the Cabinet Office who provide GOV.UK

Verify to enable You to verify Your identity for You to use the services of Government Departments;

(k) Helpdesk: the Royal Mail Identity Verification service Helpdesk which is available to assist You with Your use of the Royal Mail Identity Verification service at 0345 266 0116 or via email at identityverification@royalmail.com.

(l) Log-In Details: any identification code, PIN, private key, password or other information provided by us or confirmed by us to You (as may be updated or amended by You or us from time to time) to enable You access to Your Royal Mail Identity Verification service account;

(m) Our Material: any and all content, data and materials delivered to You as part of the Royal Mail Identity Verification service or contained on the Website, including their design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software;

(n) Personal Data: has the meaning given to it in the Data Protection Act in respect of any data You have provided to us in connection with the Royal Mail Identity

Verification service;

(o) Privacy Policy: our Privacy Policy available on the Website and as amended by us from time to time;

(p) Terms & Conditions: these Terms & Conditions for Royal Mail Identity Verification service as amended by us from time to time;

(q) Third Party Content: any content and material belonging to a third party provider of products and/or services (including but not limited to, the Government Digital Service);

(r) Third Party Website: the website of a third party (including but not limited to, the Government Digital Service or Government Department) which is linked to or from the Website or on frames within the Website;

(s) Website: the landing page which You are directed to when You select Royal Mail Identity Verification service as Your chosen identity verification service provider on the Third Party Website, and any replacement website(s) we may use from time to time.

5 THE ROYAL MAIL IDENTITY VERIFICATION SERVICE AND REGISTRATION

5.1 The Government Digital Service wishes to make certain services offered by UK Government Departments (including access to certain records) available to citizens online. In the interests of security, citizens must have their identity assured before they can access these services.

5.2 The Royal Mail Identity Verification service is intended to be used to provide You with Assured Identity Credentials, which You can use to access government services offered by Government Departments.

5.3 To be eligible to use the Royal Mail Identity Verification service You must be aged 16 years or above, eligible to live and work in the UK and/or hold a current UK Driving Licence.

5.4 The Royal Mail Identity Verification service is provided to You for personal and non commercial use only.

5.5 To use the Royal Mail Identity Verification service You must follow the following steps:

(a) Register on our Website and create an account with us for the Royal Mail Identity Verification service by providing the information, data and material about Yourself that we request and by following the security procedures.

(b) If we are unable to accept Your account registration (e.g. because You have not included sufficient information to submit a registration application), we will inform You of this in writing and will not proceed to undertake the Royal Mail Identity Verification service as set out below.

(c) If we do accept Your account registration we will send you a unique password. You must keep a record of this as it will later become your Assured Identity Credentials if we are successful in verifying your identity.

(d) You must then provide us with the further information, data and material about Yourself that we request and follow the security procedures.

(e) We will then attempt to verify Your identity using this information, data and material.

(f) If we are able to verify Your identity your password will be activated to function as Your Assured Identity Credentials. We will notify you in writing within 5 minutes if you have been successful.

(g) If the information, data and/or material You provide does not allow us to verify

Your identity Your password will not function as Your Assured Identity Credentials. We will notify You in writing within 5 minutes if you have been unsuccessful and You may contact our Helpdesk for advice.

5.6 To use the Royal Mail Identity Verification service you must be using, as a minimum, one of the combinations of supported operating systems and browsers set out below:

(a) Desktop:

(i) Windows: Internet Explorer 7 or 8+, Google Chrome (latest version) or Mozilla Firefox (latest version), or

(ii) Mac OS X: Safari 7+, Google Chrome (latest version) or Mozilla Firefox (latest version)

(b) Small screen devices:

(i) IOS Version 5, 6 or 7+: Mobile Safari or Google Chrome,

(ii) Android Version 4.x: Google Chrome or Android Brower, or

(iii) Windows Phone Version 8.1: Internet Explorer

5.7 You agree to provide us with correct, complete and up to date information, data and material for the Royal Mail Identity Verification service.

6 SUB-CONTRACTING

We have the right to appoint third parties to perform any of our obligations under the Terms & Conditions however we are still responsible to You for performance of these obligations.

7 SECURITY

7.1 You will need to use Your Log-In Details including Your personal password to log-in to Your account once it has been created. The Log-In Details are personal to You and You are responsible for keeping Your Log-In Details confidential. You agree not to share Your Log-In Details with any other person or entity and You shall take all reasonable measures to prevent unauthorised access, theft, loss or abuse of Your Log-In Details.

7.2 You must contact us as soon as possible if You know or suspect any unauthorised activity on Your Royal Mail Identity Verification service account or that anyone has obtained Your Log-In Details, or if You become aware of any other breach of security with regard to the Royal Mail Identity Verification service.

7.3 You can contact us via the Helpdesk or via our online web chat service using the contact details at clause 2.2. On receipt of a valid notification, we will withdraw or suspend validity of Your Assured Identity Credentials.

7.4 Except where You advise us in accordance with clause 7.2, we will not be responsible to You if there is unauthorised access to Your Log-In Details or unauthorised activity on Your Royal Mail Identity Verification service account as a result of Your Log-In Details being used by someone else.

8 OUR RIGHTS TO MAKE CHANGES TO THE SERVICE AND/OR TERMS & CONDITIONS

8.1 We may change the Royal Mail Identity Verification service and/or the Terms & Conditions at any time by giving notice to you and/or by publishing such changes or new terms on our website as follows:

(a) if the change to either the Royal Mail Identity Verification service and/or the Terms & Conditions is significant, we will notify You of these changes by sending an email to You and we will publish the change to the service and/or the revised Terms & Conditions on the website; or

(b) if the change to the Royal Mail Identity Verification service and/or the Terms & Conditions is not significant, we will publish the change to the service and/or the revised Terms & Conditions on the website only.

9 PRIVACY OF YOUR DATA

9.1 We take Your privacy and the protection of Your Personal Data very seriously and we comply with all applicable provisions of the Data Protection Act. We will use any information given to us by You or collected by us during Your use of the Royal Mail Identity Verification service only in accordance with our [Privacy Policy](#).

9.2 You acknowledge that the Royal Mail Identity Verification service is an authentication service and therefore, in order to provide the service, we may use Your Personal Data to undertake searches for the purposes of verifying Your identity. To do this we may check Your Personal Data against any particulars on any database (public or otherwise) to which we have access from time to time to time and we may provide your details to credit reference agencies in order to carry out an identity check. A record of any search will be retained by us for audit purposes for as long as is necessary and permitted in accordance with the terms of the Data Protection Act.

9.3 Please note that we and/or Government Digital Service may report any suspicious activities encountered in relation to Your interaction with us as part of the Royal Mail Identity Verification service to any appropriate agency or other relevant body, such as the Police and/or other relevant authorities.

9.4 When You are redirected to Us by a Government Department, You acknowledge that You have requested us to pass information regarding the results of Your identity verification back to the Government Department in accordance with the Privacy Policy. If, in the future You use Your Royal Mail Identity Verification service account

to verify Your identity to a different Government Department, You acknowledge that at Your request we will pass information on the results of Your identity verification to that Government Department too in accordance with the Privacy Policy based on the information You have provided to us up to the date of that request. We may also pass information on the results of Your identity verification to the Government Digital Service in order to report suspicious and/or fraudulent activity.

10 OUR OBLIGATIONS TO YOU AND DISCLAIMERS

10.1 As part of our obligations to You, we will provide the Royal Mail Identity Verification service :

- (a) with reasonable care and skill and as described on the Website;
- (b) to a standard at least equivalent to Good Industry Practice; and
- (c) in compliance with the Privacy Policy, the Cookie Policy and these Terms & Conditions.

10.2 While we try to ensure that the Royal Mail Identity Verification service is functioning correctly, this may not always be achievable. We do not guarantee that the Royal Mail Identity Verification service will be available all the time or at any specific time. The Royal Mail Identity

Verification service may be temporarily suspended if the IT systems or infrastructure used to provide the Royal Mail Identity Verification service are under repair or maintenance or are otherwise unavailable for an Event Outside Our Control.

10.3 We do not guarantee that the Royal Mail Identity Verification service will be compatible with all or any particular hardware or software that You may use.

10.4 We take steps to ensure that the Royal Mail Identity Verification service and Our Material are free from computer viruses and other harmful computer programs. However, we cannot guarantee this. You are advised to use appropriate firewall and anti-virus software to protect Your computer and data.

10.5 We use reasonable care and skill in the sourcing and supply of the information made available to You on or in connection with the Website or the Royal Mail Identity Verification service. However, in the case of information we obtain from third party sources (including the details supplied by You), we cannot guarantee that that information is correct, accurate, complete, error free or up-to-date.

10.6 Nothing provided by us on or in connection with the Website or Royal Mail Identity Verification service is, or shall be deemed to constitute, financial, legal or other advice. The information we provide is not intended to be relied on by You in making (or refraining from making) any specific decision or to replace independent professional advice. Any and all information provided by us to You on or in connection the Website is for general information purposes only.

10.7 Except for the commitments we expressly make in these Terms & Conditions and any additional commitments arising out of Your consumer rights granted by law,

we do not make any other commitments or warranties about the Website or the Royal Mail Identity Verification service.

11 OUR LIABILITY TO YOU

11.1 For further information about Your legal rights and how they may be affected by these Terms & Conditions we advise You to contact Your local Citizens Advice Bureau. If any problems arise with Your use of the Website or the Royal Mail Identity Verification service please contact us as soon as possible via the Helpdesk, as detailed in Clause 2.2.

11.2 Nothing in these Terms & Conditions excludes or limits our liability to You in respect of:

- (a) death or personal injury caused by our (or our sub-contractors') negligence;
- (b) our (or our sub-contractors') wilful default or fraud;
- (c) our (or our sub-contractors') breach of law;
- (d) any loss, unauthorised access to or corruption of Your Personal Data held by us (or our sub-contractors) including any Identity Assurance Credentials issued in connection with the Royal Mail Identity Verification service; and
- (e) any liability which cannot be excluded by law.

11.3 We are responsible to You for loss or damage suffered by You that is a foreseeable result of our breach of these Terms & Conditions or our negligence. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or negligence or if it was reasonably contemplated by You and us at the time when You registered on our Website or used the Royal Mail Identity Verification service.

11.4 It is Your responsibility to ensure that the Royal Mail Identity Verification service is suitable for Your needs.

11.5 We are not responsible for any failure to perform any part of the Royal Mail Identity Verification service or delays in performing any of our obligations under these Terms & Conditions that are caused by Events Outside Our Control. We will contact You as soon as possible to let You know and we will take reasonable steps to minimise the delay. Where there is a risk of substantial delay You may contact us to end the contract.

11.6 We are not liable to You for any losses, damages, costs or expenses You suffer as a result of Your interaction with either the Government Digital Service or Government Department or for You failing to be granted access to a Government Department's services as a result of the Royal Mail Identity Verification service, provided that this is not caused by our failure to comply with these Terms and Conditions.

11.7 With the exception of the items set out in Clause 11.2, our aggregate liability to You arising out of or in connection with these Terms & Conditions shall not exceed £500.

11.8 We only provide the Royal Mail Identity Verification service for non-commercial, personal use. You agree not to use the Royal Mail Identity Verification service for any commercial, business or re-sale purpose, and we have no liability to You for any loss of use, loss of profit, loss of business, loss of revenue, business interruption or loss of business opportunity.

12 COMPLAINTS

12.1 Should You wish to make a complaint about the Royal Mail Identity Verification service You may do so via our Contact Centre on 0345 266 0116, by emailing identityverification@royalmail.com or You can write to us at FREEPOST ROYAL MAIL IDENTITY VERIFICATION.

13 ENDING THE ROYAL MAIL IDENTITY VERIFICATION SERVICE AND CLOSING YOUR ACCOUNT

13.1 You are free to stop using the Royal Mail Identity Verification service at any time by ceasing to use the Identity Assurance Credential with any online service You access.

13.2 You may close Your Royal Mail Identity Verification service account at any time and cancel this contract by following the account de-activation process in Your profile or by contacting our Helpdesk by telephone at 0345 266 0116. If You wish to use the Royal Mail Identity Verification service again in the future You will need to create a new Royal Mail Identity Verification service account by re-entering Your Personal Data.

13.3 We may need to suspend Your access to log-in areas of the Website and/or Your use of the Royal Mail Identity Verification service to:

- (a) deal with technical problems or make technical changes;
- (b) update the Royal Mail Identity Verification service to reflect changes in relevant laws and regulatory requirements;
- (c) investigate and resolve unlawful or fraudulent activity or activity suggesting that the security of Your account has been compromised.

13.4 We will contact You in advance to tell You we will be suspending the Royal Mail Identity Verification service, unless the problem is urgent or an emergency.

13.5 We may need to terminate Your access to log-in areas of the Website and/or Your contract with us to use the Royal Mail Identity Verification service without notifying You in advance if in our view:

- (a) there has been a serious failure by You to comply with these Terms & Conditions;

or

(b) if we suspect unlawful or fraudulent activity by You or on Your account.

13.6 We may at our discretion discontinue the Website or the Royal Mail Identity Verification service at any time on giving You notice of at least 2 weeks.

13.7 If we do terminate Your contract or discontinue the Royal Mail Identity Verification service Your contract will come to an end and we may close Your Royal Mail Identity Verification service account and delete our records of Your registration details and Your Personal Data without any liability to You. We may need to retain records and Your Personal Data beyond closure of Your Royal Mail Identity Verification service account, in which case we shall do so in accordance with the Privacy Policy.

14 USE OF THE WEBSITE, OUR MATERIAL AND THE ROYAL MAIL IDENTITY VERIFICATION SERVICE

14.1 You acknowledge that we or our licensors own all rights in and to the Royal Mail Identity Verification service, the Website, Our Material, any Third Party Content contained in the Website and the Royal Mail Identity Verification service, and the information the Website collects. This includes all intellectual property rights such as patents, copyright, database rights and trademarks.

14.2 Without first obtaining our prior written permission, You must not:

(a) copy, pass on, sell, publish or make profit from any of the content of the Royal Mail Identity Verification service or the Website;

(b) frame or use framing techniques to enclose any part of the Website, Our Material or Third Party Content; or

(c) create hypertext links to the Website.

14.3 You may however print individual pages on paper and/or make a reasonable number of photocopies for personal, non-commercial use provided You do not modify such copies.

14.4 You agree not to use the Website and the Royal Mail Identity Verification service in a way that:

(a) defames, threatens, bullies, harasses, abuse or otherwise violates the rights of others or for any unlawful or immoral purpose; or

(b) interferes with the smooth running of the Royal Mail Identity Verification service, introduces viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

(c) breaches applicable laws;

(d) attempts to access any component or part of the Website or the Royal Mail Identity Verification service which You are not authorised to access including but not

limited to the servers on which they are hosted or any server, computer or database connected to the Website or the Royal Mail Identity Verification service.

14.5 Product names, trademarks or service names or marks or company names used on the Website and/or in connection with Royal Mail Identity Verification service and the Royal Mail Group are the trademarks, service marks, or business names of their respective owners. "Royal Mail Identity Verification service" and certain other words and graphical devices in respect of Royal Mail Identity Verification service are trademarks of Royal Mail Group. By making the trademarks available on the Website, we are not giving You any permission to use them.

15 THIRD PARTY WEBSITES AND CONTENT

15.1 The Website, Royal Mail Identity Verification service or supporting processes may contain links to other websites and Third Party Content in respect of products and services, either directly or indirectly through frames. Where possible, we will make it clear where such links are being made. We are not responsible for Third Party Content or the availability of Third Party Websites.

15.2 We do not endorse or take responsibility for any Third Party Content, Third Party Websites, services or advice (including but not limited to the comment, opinions, or recommendations) provided by third parties. You will need to validate the information and check the details of what is being offered by such third parties for Yourself.

15.3 Third Party Content and Third Party Websites linked to from the Website are subject to the separate terms and conditions and privacy policies of the relevant third party and You should satisfy Yourself that these products and services are suitable for You.

16 OTHER IMPORTANT TERMS

16.1 These Terms & Conditions together with the Royal Mail Identity Verification service Privacy Policy and Cookie Policy form a contract between You and us for the provision of the Royal Mail Identity Verification service. Further information on the Royal Mail Identity Verification service can be found on our Website and in the Royal Mail Identity Verification Service Policy, which is available on the tScheme website at www.tscheme.org/

16.2 Nobody else has any rights under this contract. This contract is between You and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these Terms & Conditions.

16.3 All communications between You and us will be conducted in the English language unless otherwise agreed.

16.4 Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are illegal, the remaining paragraphs remain in full force and effect.

16.5 Any notices we send to You will be sent to the most recent e-mail address or postal address provided to us by You. Any notices sent to us by You may be communicated via the My Profile Section of Your account, by calling us on 0345 266 0116.

16.6 If we fail to insist that You perform any of Your obligations under these Terms & Conditions, or if we do not enforce our rights against You, or if we delay in doing so, that will not mean that we have waived our rights against You and will not mean that You do not have to comply with those obligations. If we do waive a default by You, we will only do so in writing, and that will not mean that we will automatically waive any later default by You.

16.7 These Terms & Conditions are governed by English law. You and we both agree to submit to the non exclusive jurisdiction of the English courts. If You reside in Northern Ireland, Scotland or Wales, you may bring proceedings in the country in which you reside.