

## Terms and Conditions for Age Verification Service

Valid from: 20.12.2023

<b>Term</b>	<b>Definition</b>
<b>SK</b>	SK ID Solutions AS, Age Verification Service provider.
<b>Age Verification Service</b>	Service that issues confirmation regarding the User`s age without revealing any personal data of the User to the Relying Party.
<b>User</b>	Person whose age is verified within the Age Verification Service.
<b>Relying Party</b>	Provider of the age-limited service, who requests User's age verification from SK and relies on the confirmation issued by SK that the User is at least of the required age.

## 1. General Terms

- 1.1. These Terms and Conditions constitute a legally binding agreement between SK and User with respect to the Age Verification Service.
- 1.2. By authenticating User accepts these Terms and Conditions.
- 1.3. SK verifies User's age based on his/her authentication.
- 1.4. For providing the Age Verification Service SK:
  - 1.4.1. extracts from the authentication certificate data User's birth date and calculates the age based on this;
  - 1.4.2. shares to the Relying Party only confirmation that the User as an anonymous consumer is at least of the required age to consume the service offered by the Relying Party;
  - 1.4.3. will not reveal any personal data to the Relying Party;
- 1.5. SK has the right to amend the Terms and Conditions at any time should SK have a justified need for such amendments. Information on the amendments will be published on the [website](#).

## 2. User's Rights and Obligations

- 2.1. The User is obligated to:
  - 2.1.1. be familiar with and accept the Terms and Conditions;
  - 2.1.2. use for authenticating only an authentication mean that is issued to him/her.

## 3. SK's Rights and Obligations

- 3.1. In case of necessity, SK has the right to limit the access to Age Verification Service for reasonable time due to security reasons.
- 3.2. SK is obligated to:
  - 3.2.1. provide Age Verification Service in accordance with the relevant requirements and legislation of the Republic of Estonia and European Union;
  - 3.2.2. keep account of the confirmations issued by it and of their validity;
  - 3.2.3. provide security with its internal security procedures;
  - 3.2.4. provide the User online access to his/her transactions;
  - 3.2.5. retain evidences about issued confirmations for 12 months;
  - 3.2.6. provide evidence to the Relying Party upon their legally substantiated request within 12 months after issuing confirmation on the User's age.

## 4. Limitation of Liability

- 4.1. The User is solely liable for any damage caused due to failure or undue performance of his/her obligations specified in the Terms and Conditions and/or the laws of the Republic of Estonia.
- 4.2. SK is not liable for:
  - 4.2.1. the substance of the transaction based on the issued confirmation;
  - 4.2.2. misuse of the authentication certificate;
  - 4.2.3. the failure to perform if such failure is occasioned by force majeure.

## 5. Privacy and Confidentiality

- 5.1. SK processes User's personal data according to the Age Verification Service Privacy Policy, available [here](#).

- 5.2. All information that has become known to SK while providing Age Verification Service and that is not intended for disclosure (e.g. information that had been known to SK because of operating and providing the Service) is confidential.
- 5.3. SK secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties by implementing different security controls.
- 5.4. SK has the right to share, upon the request, with Relying Party the confirmation that the User as an anonymous consumer is at least of the required age to consume the service offered by the Relying Party.
- 5.5. Non-personalised statistical data about SK's services is considered as public information. SK may publish non-personalised statistical data about its services.

## 6. Applicable Law, Complaints and Dispute Resolution

- 6.1. The Age Verification Service is governed by the jurisdictions of the Republic of Estonia and European Union.
- 6.2. All disputes between the parties will be settled by negotiations. If the parties fail to reach an amicable agreement, the dispute will be resolved at the court of the location of SK.
- 6.3. All dispute requests should be sent to contact information referred in these Terms and Conditions.

## 7. Contact Information

In case you have any questions about these Terms and Conditions, please contact us:

SK ID Solutions AS  
Registry code 10747013  
Pärnu Ave 141, 11314  
Tallinn, Estonia  
Contact data is available [here](#).