

Yatta Platform

Terms of Service

Important Notice

These terms and conditions of service (the **"Agreement"**) apply to you as a user of the Yatta Platform (**"You"**). Prior to any use of the Yatta Platform, and regardless of whether You use the Yatta Platform as a Vendor, user or Customer, it is required that You agree to the following Agreement without change. If You use the Yatta Platform on behalf of an entrepreneur, a company, private or public corporation, or public authority (each a **"Business"** and collectively, **"Businesses"**), such Business is also bound to this Agreement.

If You do not entirely understand or agree to this Agreement, do not click "Sign up", and do not use the Yatta Platform.

Introduction

(A) Yatta Solutions GmbH, located at Universitätsplatz 12, 34127 Kassel, Germany (**"Yatta"**) operates and maintains the **"Yatta Platform"**. The Yatta Platform combines software and infrastructure services to help businesses build, provide and distribute digital products, services, assets and other content (collectively, **"Solutions"**) to other Businesses and end-users (collectively, **"Customers"**).

(B) The **"Yatta Marketplace"** forms part of the Yatta Platform. It, *inter alia*, enables **"Vendors"** (which may be a third party or Yatta) to license and sell Solutions directly to Customers via different channels. The Yatta Marketplace can be accessed and used either via the relevant Yatta Marketplace website or via the **"Yatta Marketplace Client"**. Technically, the Yatta Marketplace Client is a plugin or extension for supported third-party software (such as the open-source Eclipse IDE). In order to use the Yatta Marketplace, You need to create a user account for the Yatta Platform (**"Account"**) as described in Part A) section 3.

(C) This Agreement consists of two parts:

Part A) (General Terms) is relevant to You regardless of whether You use the Yatta Platform as a Vendor or a Customer.

Part B) (Customer Terms) contains terms and conditions which are applicable to You as a Customer of Solutions via the Yatta Platform.

Part A) General Terms

1. Yatta's Role as a Platform Provider

1.1 Yatta operates and maintains the Yatta Platform including the Yatta Marketplace.

1.2 Any Solutions on the Yatta Marketplace are offered either by third-party Vendors or Yatta, and require the conclusion of a separate license agreement governing the use of that Solution (**"Solution Contract"**), usually in the form of an „End User License Agreement“ (**"EULA"**). The respective License Fee (as defined in the EULA) for a Solution has to be paid by the Customer to the respective Vendor. All payments related to transactions on the licensing and sale of Solutions via the Yatta Marketplace will

be handled and processed by third-party payment providers selected by Yatta ("[Payment Providers](#)"). For the purpose of this Agreement, "[Purchase](#)" means purchasing or acquiring a Solution, a license to a Solution, a subscription, or any other kind of transaction as set forth in the respective Solution Contract.

1.3 Except where Yatta is the Vendor of the Solution (as specified in the EULA), Yatta acts solely as the platform provider who facilitates the transactions carried out on the Yatta Marketplace. Yatta is neither the purchaser nor the seller of such Solutions, and therefore neither a party to nor otherwise involved in the corresponding Solution Contract. Yatta does neither assume any responsibility arising out of or in connection with such Solution Contracts, nor act as an agent on any party's behalf.

1.4 You acknowledge that some aspects of the Purchase of Solutions for which Yatta is not the Vendor and the performance of the respective Solutions Contracts entail the ongoing involvement of Yatta (e.g., provision and calculation of pricing information, listing, reviews and other guidance, license verification, provision of automatic updates). However, Yatta does not review any such Solutions and related information and has no control over and does not guarantee or warrant the existence, quality, safety, maintenance or legality of any such Solutions, the truth or accuracy of any such Solutions, listings or feedback, the ability of Vendors to license, sell and maintain such Solutions, the ability of Customers to pay for such Solutions, or that a Customer or Vendor will actually complete or reverse (e.g., in case of cancellation) a transaction.

2. Use of the Yatta Platform

2.1 General

2.1.1 In order to use the Yatta Platform, You must be at least 16 years of age. If You are 16 or older but considered a minor under the laws of the country in which You reside (in many countries less than 18 years of age), You must have Your parent or legal guardian's permission to use the Yatta Platform and to accept this Agreement. You must not access the Yatta Platform if You are a person who is either barred or otherwise legally prohibited from receiving or using any Purchased or otherwise acquired Solutions under the laws of the country in which You reside or from which You access or use Yatta Marketplace.

2.1.2 If You want to offer Solutions on the Yatta Marketplace, You have to be or represent a Business and You, respectively the Business, need to be admitted as an authorized Vendor, which requires entering into an agreement with Yatta (the "[Vendor Agreement](#)"). If You use the Yatta Platform on behalf of a Business, You represent and warrant that You have the authority to legally bind that Business.

2.1.3 Unless otherwise stated, You may use the Yatta Platform worldwide without any warranty, guarantee or liability of Yatta as is technically and legally available in the respective country. Please note that (i) in some countries the Yatta Platform, any Solution(s) as well as other content may be available only in parts or not at all and that (ii) some terms or features such as License Fees (as defined in the EULA or Solution Contracts) may differ depending on the technical, legal, and regulatory frameworks as well as market and business specifics in each country.

2.2 Updates and maintenance

2.2.1 You may need to install updates, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "[Updates](#)") to the Yatta Marketplace Client, or other related Yatta Platform Software (see section 5.2) that might be provided by Yatta from time to time to continue to use the Yatta Platform and to access and/or download Solutions.

2.2.2 Apart from the discretionary provision of Updates, Yatta is not responsible for providing any maintenance and support services with respect to the Yatta Platform Software unless (and only to the extent) this is required under applicable law.

2.3 Improper Use

2.3.1 In connection with using or accessing the Yatta Platform, You will not:

- (a) breach or circumvent any laws, third-party rights or Yatta's systems;
- (b) market or distribute any counterfeit Solutions or otherwise infringe the copyright, trademark, or any other rights of third parties and Yatta;
- (c) contribute any false, inaccurate, misleading, defamatory, or offensive materials;
- (d) take any action that may undermine comments, reviews, and ratings features;
- (e) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid ("ponzi") schemes;
- (f) distribute viruses, trojan horses or any similar technologies;
- (g) access or use the Yatta Platform by any means other than through use of functionalities provided by Yatta and Your devices;
- (h) modify or attempt to modify any Yatta Platform Software (or any part of it) or code in any manner or form, or to use such modified versions, for any purposes;
- (i) use any robot, spider, scraper, or other automated means to access the Yatta Platform for any purpose;
- (j) bypass Yatta's robot exclusion headers, interfere with the working of the Yatta Platform, or impose an unreasonable or disproportionately large load on Yatta's platform infrastructure;
- (k) harvest or otherwise collect information about other users, such as email addresses, without their consent; or
- (l) circumvent any technical measures (e.g., for license protection) Yatta uses to provide the Yatta Platform.

2.3.2 If You breach section 2.3.1, and without prejudice to any of Yatta's other rights under this Agreement or applicable laws, Yatta reserves the right to suspend or deactivate Your Account (see section 3) in whole or in parts, to decline, remove, or suspend use of any Solutions or Content (see section 5.1.1), and to modify or suspend the Yatta Platform (or any part of it) at any given time, in its sole discretion, with immediate effect and with or without notice (as required by law) to You, and Yatta will not be liable to You or to any third party should Yatta exercise such rights. In addition, You may be prevented from accessing the Yatta Platform or any Solutions, and from downloading and installing any updates to Solutions. Further instructions on how to reactivate Your Account can be found in the Account settings.

3. Your Account

3.1 In order to access and use the Yatta Platform, You need to register for and create an Account. You agree to provide accurate and complete information when creating and while using the Account and to keep the information provided in the Account up to date. Yatta has no obligation to accept Your registration and may in its sole discretion and without any liability refuse Your registration.

3.2 You agree that Yatta may store and use Your Account information in accordance with Your Account's privacy settings and as set forth in Yatta's "[Privacy Policy](#)" accessible at

<https://www.yatta.de/privacy/>. You can access and edit Your Account information and settings at <https://www.yatta.de/account/>.

3.3 You must keep the Account (including your sign-in information) secure and must not share it with anyone else. You are solely responsible for Your Account and Yatta will not have any liability or responsibility arising out of or in connection with any unauthorized use of Your Account. You must not transfer your Account without the prior written consent of Yatta.

3.4 If Yatta becomes aware of a risk of misuse of, or unauthorized access to an Account, Yatta shall be entitled to discontinue or terminate access to such Account. Yatta reserves the right to change the access credentials at any time, and Yatta shall inform the concerned users thereof without undue delay.

4. Automatic Updates

4.1 Your device may periodically check with the Yatta Platform for available Updates to the Yatta Platform, Yatta Platform Software, or Solutions and, if available, the Update may automatically download and install ("Automatic Updates"). You agree that Yatta may automatically download and install Automatic Updates on Your device(s). To the extent available, You can turn off Automatic Updates of the Yatta Platform, the Yatta Platform Software and Solutions at any time by changing the Automatic Updates settings within Your Account or Solutions settings.

4.2 Previous versions of Solutions may not be available for subsequent download at any given time. It is Your sole responsibility to create and maintain accurate backups of any such previous versions and Yatta shall have no liability to You in such event.

5. Intellectual Property Rights & License

5.1 Yatta Platform Services

5.1.1 Any content (including parts and compilations thereof) included in or made available through the Yatta Platform, such as Yatta Platform Software, text, database results, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations, ("Content") is the property of Yatta or the respective Vendors (as the case may be) and is protected by German and international intellectual property laws. For the avoidance of doubt, Content does not include any Solutions. Solutions are governed by the respective Solution Contract.

5.1.2 Subject to Your compliance with the terms and conditions of this Agreement, Yatta grants You a limited license to access and make personal use of the Yatta Platform. You must not download (other than page caching) or modify the Yatta Platform, or any part of it, except with prior written consent of Yatta. This license does not include any resale, commercial or derivative use or any use through data mining, robots, or similar data gathering and extraction tools.

5.1.3 All rights not expressly granted to You under this Agreement are reserved and retained by Yatta, its licensors, and/or other providers. You may not reproduce, duplicate, copy, sell, exploit, extract and/or re-utilize any parts of the Yatta Platform without the respective right holder's prior written consent. You may not utilize any data mining, robots, or similar data gathering and extraction tools to extract, for re-utilization, any substantial parts of the Yatta Platform. You may not create and/or publish Your own database that features substantial parts of the Yatta Platform (e.g., prices and product listings) without such consent.

5.1.4 Any unauthorized use automatically terminates the permission or license granted hereunder to use the Yatta Platform service.

5.2 Yatta Platform Software

5.2.1 The “Yatta Platform Software” includes the Yatta Marketplace Client, and any other software that Yatta makes available to You from time to time for Your use in connection with the Yatta Platform (including any Updates and any related documentation). Solutions are not part of the Yatta Platform Software.

5.2.2 Subject to Your compliance with the terms and conditions of this Agreement, You are granted a limited, royalty-free, non-exclusive, worldwide (within the limits of section 2.1.3), revocable license to download, install and use the Yatta Platform Software on any compatible device that You own or control. You may use Yatta Platform Software solely for purposes of enabling You to use the Yatta Platform as provided by Yatta, and as permitted by this Agreement. You may not distribute nor make the Yatta Platform Software available to any third parties without Yatta’s prior written consent.

5.2.3 You may not attempt to, nor assist, authorize, or encourage others to copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Yatta Platform Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of third-party components (especially open source software) included within Yatta Platform Software).

5.2.4 You may not remove any watermarks, labels or other legal or proprietary notices included in any Yatta Platform Software, and You may not attempt to modify any Yatta Platform Software, including any modification for the purpose of disguising or changing any indications of the ownership or source of Yatta Platform Software.

5.2.5 The Yatta Platform Software shall only be used in compliance with all applicable laws and as permitted by this Agreement.

5.3 Yatta Trademarks, Trade Dress, Logos and Designs

5.3.1 Yatta trademarks, logos, designs, graphics, page headers, button icons, scripts, and service names included in, or made available through, the Yatta Platform are or may contain trademarks or trade dress of Yatta.

5.3.2 Yatta’s trademarks and trade dress may not be used in connection with any product or service that is not Yatta’s, in any manner that is likely to cause confusion among Customers or other third parties or in any manner that disparages or discredits Yatta. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Yatta or the Yatta Platform without Yatta’s prior written consent. You may not use any meta-tags or any other hidden Content utilizing Yatta’s names or trademarks without Yatta’s prior written consent. You may not use any logo or other proprietary graphic or trademark of Yatta without Yatta’s express written permission.

5.3.3 All other trademarks not owned by Yatta that appear in the Yatta Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Yatta.

5.4 Yatta’s use of Your Business’ Trademarks, Trade Dress and Logos

5.4.1 You hereby consent that Yatta and its affiliates may promote the Yatta Platform by naming Your Business as a user of the Yatta Platform (e.g., by issuing or allowing for any press releases or similar communications or displaying corresponding information on the Yatta Platform and/or websites).

5.4.2 For that purpose, You hereby grant to Yatta and its affiliates a non-exclusive, worldwide, and royalty-free license to reproduce, display and use Your Business’ name, trademarks, trade dress and logos in any form that is customary for the respective and reasonable type of communication.

5.4.3 You may withdraw Your consent given under section 5.4.1 and Your license granted under section 5.4.2 at any time by submitting a corresponding notice in writing or electronic form to Yatta.

6. Contribution of Content

6.1 The Yatta Platform may offer interactive features that allow You to submit comments, reviews, ratings or other content ("**Submitted Content**") on areas of the Yatta Platform accessible and viewable by third parties.

6.2 You agree that any such submission and use shall be Your sole responsibility, shall not infringe or violate any third-party rights or applicable law, and shall not contribute to or encourage infringing or otherwise unlawful conduct, or be obscene. You also agree to provide accurate and complete information in connection with the submission of Submitted Content and confirm that You have obtained all relevant rights and licenses.

6.3 You hereby grant to Yatta and its affiliates a worldwide, perpetual, royalty-free, non-exclusive right to use and re-distribute Your Submitted Content as part of the Yatta Platform and/or in relation to Solutions, without any compensation or obligation to You.

6.4 Yatta reserves the right to not post or publish, or to remove or edit (without changing the sense or statement) any of Your Submitted Content at any time in its sole discretion without notice or liability.

6.5 You agree to indemnify and hold harmless Yatta and their respective employees, directors and representatives against any claim or action brought by a third party, arising out of or in connection with any of the Submitted Content left by You on the Yatta Platform.

7. Privacy Policy

Except as otherwise agreed herein, the Yatta Platform is subject to Yatta's Privacy Policy accessible at <https://www.yatta.de/privacy/>.

8. Disclaimer of Warranties

Yatta will provide the Yatta Platform with reasonable care and skill as service on an *as is* and *as available* basis. Yatta does not make any other promises or warranties regarding the Yatta Platform and in particular does not warrant or guarantee that:

- (a) Your use of the Yatta Platform will be uninterrupted or error-free. You agree that Yatta may from time to time disrupt the Yatta Platform for indefinite periods of time or remove or cancel the Yatta Platform at any time for technical or operational reasons and will, to the extent practicable, notify You thereof;
- (b) the Yatta Platform will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, which shall be events of force majeure, and Yatta disclaims any liability relating thereto;
- (c) any Solutions will continue to be available to You. You shall be responsible for backing up Your own system, including any Solutions Purchased or acquired via the Yatta Platform; or
- (d) any Solutions or any link to external databases, websites, or other third-party Content that is referred to within the Yatta Platform and originates from a source different than Yatta, is accessible, secure, accurate, not offensive, virus-free, or free from other related impairments.

9. Limitation of Liability

9.1 Nothing in this Agreement shall exclude or limit Yatta's liability for:

- (a) death or personal injury;
- (b) gross negligence or willful misconduct;
- (c) fraud or fraudulent misrepresentation;
- (d) any liability under German Product Liability Law; or
- (e) any other liability that cannot be excluded or limited under applicable law.

9.2 In case of ordinary or minor negligence, Yatta shall only be liable for typical and reasonably foreseeable damages suffered as a result of the breach of a fundamental obligation under this Agreement.

9.3 In no event shall Yatta be liable for any damages suffered as a result from a decision by Yatta justified under this Agreement to (i) remove or disable access to any Solution (ii) refuse to process any information on Solutions and/or the Vendor, (iii) delete or modify any Content or Submitted Content (iv) warn You, (v) suspend or terminate Your Account, or (vi) take any other reasonable action during the investigation of a suspected violation or as a result of that a violation of this Agreement has occurred.

9.4 To the extent that the Yatta Platform offers links, or the possibility to link, to databases, websites or other Internet offerings of third parties, Yatta does not assume any liability, in particular with regard to the accessibility, security, content, legal compliance, accuracy, completeness, or currentness of such offerings.

9.5 Yatta shall not be liable or responsible for any non-performance or delay in the performance of its obligations under this Agreement, if and to the extent this is the result of fire, flood, earthquake or other elements of nature, acts of war, terrorism, global disease, rebellion or of similar nature or impact, or other events beyond Yatta's reasonable control.

10. Term and Termination

10.1 Term of this Agreement

This Agreement is made for an indefinite term and shall be effective immediately until terminated by either party as set forth herein.

10.2 Termination

10.2.1 You may terminate this Agreement (i) any time by clicking on "Delete account" in Your Account or (ii) by sending Yatta an email from the email-address registered with Your Account with thirty (30) days prior notice.

10.2.2 Yatta may terminate this Agreement with thirty (30) days prior notice. In addition, and without prejudice to any other of Yatta's rights or remedies, Yatta may terminate this Agreement (or any part of it) with immediate effect for cause, in particular if:

- (a) You fail to comply with any of the provisions of this Agreement;
- (b) You are a Customer and in default of a material portion of the License Fees (as defined in the EULA) to one or more Vendors;
- (c) You have materially violated the provisions of one or more Solution Contracts (e.g., in case of intentional or repeated intellectual property infringements);

- (d) You have materially violated obligations towards other Vendors or Customers;
- (e) Yatta deploys Updates that You reject and if the continuation of this Agreement cannot be reasonably be expected by Yatta (e.g., due to commercial reasons);
- (f) You are subject to a significant deterioration of Your financial circumstances;
- (g) Yatta is obligated to do so due to contractual relationships with Yatta partners (e.g., Payment Providers) or regulatory requirements;
- (h) Yatta, taking into account all the circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed end; or
- (i) termination for cause is otherwise permitted under this Agreement or applicable law.

10.3 Effects of Termination

10.3.1 Upon termination in full, Yatta will disable Your Account and preclude access to the Yatta Platform. If You have Purchased any Solutions, Yatta may keep Your Account information for license compliance issues. Yatta will delete Your Account information no later than six months after following the termination, unless (i) You reactivate Your Account with Yatta's consent within the retention period, (ii) Yatta is required to retain Your Account Information (or parts thereof) by law, or (iii) Yatta has a legitimate interest in retaining Your Account information (e.g., in case of Your claims against Yatta or claims of Yatta against You).

10.3.2 If You have Purchased any Solutions on a subscription basis via the Yatta Marketplace, the termination of this Agreement (including Your Account) terminates the respective license(s) to the next possible termination date (as defined in the Solution Contract). If you reactivate Your terminated Account with Yatta's consent, the termination of any Solutions remains unaffected (i.e., automatic renewals are disabled). If You would like to continue to use any terminated Solution beyond its termination date, You must manually resubscribe.

10.3.3 If you have Purchased any Solutions on a perpetual basis via the Yatta Marketplace, the Solution will remain in full force and effect following termination of this Agreement. However, Yatta does not warrant that the Solution can be continued to be used and operated following termination and Yatta shall have no liability whatsoever in that respect; each Vendor is solely responsible that a Solution Purchased on a perpetual basis will continue to be usable and operate independently from Yatta Platform Software.

10.3.4 Upon the termination, and unless otherwise stated in this Agreement, You shall cease all use of the Yatta Platform and destroy all copies of the Yatta Platform Software.

10.3.5 Termination does not affect any agreement You have with third parties (e.g., Payment Providers, Customers and/or Vendors). You will also remain fully liable for all amounts due under Your Account.

11. Miscellaneous

11.1 This Agreement applies to You without prejudice to any other agreements (e.g., the Vendor Agreement, the terms of the respective Payment Provider or EULAs for Solutions), which You may need to enter into separately in order to use all features of the Yatta Platform. Subject to sentence 1 and unless otherwise agreed, this Agreement constitutes the entire Agreement between You and Yatta with respect to Your use of the Yatta Platform, superseding and extinguishing any prior agreements, representations, and understandings between You and Yatta, whether in written or oral form. No variation of this Agreement shall be effective without Yatta's prior written consent.

11.2 Yatta may update this Agreement from time to time. In such case, Yatta shall notify You via email sent to the email address provided within Your Account. You have the right to terminate this Agreement in accordance with section 10 if You do not agree with the changes.

11.3 Should a provision of this Agreement be or become invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected thereby. The Parties shall replace the invalid or unenforceable provision with a legally valid arrangement that is consistent with the intentions of the Parties to the relevant contract or what would have been the intention of the relevant Parties if they had recognized the invalidity or unenforceability, as the case may be.

11.4 The Yatta Platform is operated by Yatta from its offices in Germany. You agree to comply with all applicable laws and legal requirements that apply to Your use of the Yatta Platform.

11.5 This Agreement and the use of the Yatta Platform is governed by and construed with, the laws of the Federal Republic of Germany. The rules of private international law and the Vienna Convention on the International Sale of Goods (CISG) shall not apply. This shall apply irrespective of whether You have Your residential or business seat abroad. If You are a consumer, this choice of law shall not, however, have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis according to Art. 6 I of the Regulation (EC) No 593/2008 (Rome I).

11.6 To the extent You are residing outside Germany, and You are an entrepreneur or a Business, or to the extent You are residing in Germany, You are a merchant, a public corporation or an authority under public law, or a special asset under public law (*öffentlich-rechtliches Sondervermögen*), the exclusive venue for any claims under this Agreement shall be Frankfurt am Main, Germany. This shall apply irrespective of whether You have Your general jurisdiction inside Germany or not, provided that (i) You have relocated Your residence or habitual abode out of Germany, or (ii) Your residence or habitual abode is not known at the time of institution of legal proceedings. Mandatory regulations of the Council Regulation (EC) on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters shall remain unaffected.

11.7 The EU Commission has created an internet platform for online dispute resolution. The platform serves as a point of contact for the out-of-court settlement of disputes concerning contractual obligations arising from online Purchase contracts (potentially such as the Solution Contracts). More information is available at the following link: <https://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in a dispute resolution procedure conducted by a consumer arbitration board.

11.8 Yatta may notify You with respect to the Yatta Platform by sending an email message to Your email address registered with the Account, via messages displayed in the Yatta Platform or (with regard to general notifications without particular importance) by posting on the Yatta website. For contractual purposes, You consent to receive communications from Yatta electronically and You agree that all agreements, notices, disclosures, and other communications that Yatta provides to You electronically will, unless applicable mandatory law requires otherwise, satisfy any legal requirements that such communications have to be in writing. You may notify Yatta by sending an email or a letter to:

Yatta Solutions GmbH	t +49 561 5743277-0
Universitätsplatz 12	f +49 561 5743277-88
34127 Kassel	e support@yatta.de
Germany	w https://www.yatta.de

11.9 Yatta reserves the right to take steps Yatta believes to be reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Yatta has the right, without liability to You, to disclose any Account information and/or personal data to law enforcement authorities, government officials, and/or a third party, as it is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not

limited to Yatta's right to cooperate with any legal process relating to Your use of the Yatta Platform and/or a third-party claim that Your use of the Yatta Platform is unlawful and/or infringes such third party's rights).

Part B) Customer Terms

1. Purchase of Solutions

- 1.1 Your order of any Solution via the Yatta Marketplace constitutes an offer to the respective Vendor to conclude a Solution Contract. The Solution Contract (e.g., a license purchase or subscription) is completed once You receive an email from Yatta and/or another Vendor (as the case may be) confirming Your Purchase of the Solution.
- 1.2 Pricing and availability of all Solutions displayed within the Yatta Marketplace are subject to change at any time before You click the button indicating that You want to Purchase the Solution.
- 1.3 The License Fee of any Solution (as defined in the EULA) offered via the Yatta Marketplace is inclusive of any customs, import, export, and excise duty, VAT and other taxes (together "**Taxes**") which may be applicable.
- 1.4 Your rights to withdraw, cancel, or return any Solution and get a refund are subject to the terms set out in the Solution Contract between You and the Vendor. The respective Vendor is solely responsible for its Solutions and for dealing with any claims or any other issues arising out of or in connection with the Solution Contract.
- 1.5 The availability of Solutions may vary between countries and not all Solutions may be available in every country. Yatta is not responsible for any Solutions or links to external databases, websites, or other third-party materials within the Yatta Platform that originates from a source other than Yatta and does not internalize any such materials and links.
- 1.6 Certain Solutions may be offered on a subscription basis. Subscriptions will automatically renew for the applicable time period You have selected, and where applicable, Your Account will be charged no more than 24 hours prior to the expiration of the current subscription period. You may cancel automatic renewal of subscriptions (e.g., in the Account or by contacting the Vendor of the Solutions) in accordance with Your Solution Contract.

2. License for Solutions

- 2.1 You acknowledge and agree that with respect to any Solutions You acquire from the Yatta Marketplace, You are entering into a binding Solution Contract. Unless Yatta is the Vendor of the Solution, Yatta is not a party to the Solution Contract. The Vendor of each Solution is solely responsible for that Solution, any warranties to the extent such warranties have not been limited or excluded, and any claims that You or any other party may have relating to that Solution.
- 2.2 You acknowledge and agree that Yatta is authorized by the Vendor and the respective Payment Provider to claim outstanding payments under the Solution Contract. You also agree that, upon Your acceptance of the EULA between You and Vendor regarding the Solutions, Yatta will have the right to enforce such Solution Contract against You on behalf of the Vendor.

3. Protection of Solutions

- 3.1 You understand and agree that the Yatta Platform and certain Solutions may include a "**Security Framework**" using technology that protects digital information and limits Your use of Solutions to certain use established by the license agreement between You and the respective Vendor ("**Licensed Use**").

3.2 The Security Framework is an inseparable part of any Solution. You may not attempt to, nor assist, authorize, or encourage others to violate, circumvent, reverse-engineer, decompile, disassemble, disable, defeat, or otherwise temper with any element of the Security Framework. Any violation by You or on Your behalf may incur civil or criminal liability.

3.3 Your Licensed Use may be controlled and monitored by Yatta for compliance purposes. Yatta also reserves the right to enforce compliance with the permitted Licensed Use by means of appropriate technical measures.

4. Payment

4.1 Yatta may make available to You various payment processing methods to facilitate the ordering of any Solutions on the Yatta Marketplace. Yatta may add or remove payment processing methods at its sole discretion and without notice to You from time to time.

4.2 Once Your payment is complete, the Payment Provider may charge Your credit card or other form of payment that You indicate for any Solutions ordered, along with any additional applicable amounts (including any Taxes). You are solely responsible for all amounts payable associated with purchases You make on the Yatta Marketplace.

4.3 You are responsible for any Taxes, and You must pay for Solutions without any reduction for Taxes. If the Vendor is obligated to collect or pay Taxes, the Taxes will be charged to You.

4.4 You must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising out of, or in connection with, Your use of the Yatta Marketplace or the ordering of Solutions through the Yatta Marketplace. The reporting and payment of any such applicable Taxes are Your responsibility.