

# FORUM: TERMS OF USE

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Yatta Solutions

## FOREWORD

The Yatta Forum – referred to hereinafter as “Forum” – has been set up to provide users of UML Lab software and Yatta Solutions’ other customers with a free platform where they can get assistance in the event of any technical problems occurring during use of the software, as well as to provide a communication platform for the Yatta Community.

The Forum mainly comprises voluntary messages from its participants. Yatta Solutions functions principally as the Forum’s administrator and presenter, but it does sometimes get involved in users’ discussions, in particular to put right any ideas that are obviously misled or to go into issues of special interest to its customers and partners.

Use of the Forum is contingent on you as a participant fully accepting and complying with the latest Terms of Use.

Depending on the edition you have chosen, you can obtain regular support for UML Lab as a licensee.

## 1. SCOPE OF APPLICATION

1.1 The following Terms of Use contain the conditions and general rules for using the Yatta Forum, which at the same time serves as a help forum for the UML Lab software.

1.2 The Forum constitutes part of the [www.yatta.de](http://www.yatta.de) and [www.uml-lab.com](http://www.uml-lab.com) websites.

## 2. REGISTRATION, AGREEMENT ON USE

2.1 The Forum can only be actively used (creating threads, responding, etc.) once you have registered with us.

2.2 A valid email address and a user name have to be provided for registering. The user name does not have to be your proper name: you may also use a pseudonym. Please note however that using other people’s names or using pseudonyms already chosen by other users, and using misleading or infringing pseudonyms are not permitted. You also have to choose a password for registering.

2.3 Your access data (user name and password) may only be used by you personally. It therefore has to be kept secret and may not be disclosed to third parties.

2.4 You are sent a confirmatory email during the registration process. This email contains our proposal to finalize arrangements on use, i.e. to conclude a contractual agreement. By clicking on the confirmatory link in the email you declare that you are accepting our proposal, thus concluding an agreement on use.

2.5 We reserve the right on principle to turn down certain registrations or to exclude individual unregistered users, without stating the reasons.

### 3. PROHIBITED CONTENT

We are not in a position to roughly check all the messages in advance. Nonetheless, there are kinds of content that we will not tolerate in our Forum. We shall delete any such prohibited content as soon as it comes to our knowledge. Amongst other things, this includes:

- **Messages of no relevance to the Forum:** Any kind of message having nothing to do with the Forum's object is not allowed. That does not of course mean that you may not make incidental remarks during a discussion about a technical problem, provided they are still compatible with these rules.
- **Advertising / promotion:** Advertising in the Forum is prohibited without Yatta Solutions' express consent, whereby the kind or method of advertising is irrelevant. Merely stating a corporate name does not count as advertising.
- **Referrer links / partner programs / thief games:** So-called referrer links, which can be traced back to a certain person who then benefits from e.g. money payments (as in partner programs), points (as in thief games) and suchlike, are prohibited.
- **Malware:** Virulent codes and any malware that can be classified as such may not be posted or linked.
- **Using services to conceal URLs:** Services that conceal the actual URL (e.g. [www.tinyurl.com](http://www.tinyurl.com) or [www.snipurl.com](http://www.snipurl.com)) may not be used in the Forum.
- **Violence, racism, pornography, etc.:** Depictions of violence and pornographic and racist material may not be used in the Forum.
- **Insults, untruths:** Insulting, indecent or defamatory remarks about other people are not permitted, nor may any untruthful claims about other people be made. Attention is drawn to the fact that libel and slander are criminal offences.
- **Publishing facts from a third party's private sphere:** Please note that it is forbidden to publish facts from a third party's private sphere or intimate life, utterly irrespective of whether they are true or not.
- **Use of material that infringes copyright:** You are prohibited from reproducing any text, article, picture or other material protected by copyright which you have not created yourself or in which you have not acquired the relevant rights of use. If you want to refer to any such content, please name the source and write a summary of your own where appropriate. Please note that it can be against the law to deliberately set links to third-party websites on which rights are intentionally violated or infringements of rights are encouraged.

### 4. CODE OF CONDUCT

4.1 Setting links is permitted in the Forum. Please note though that the rules in Item 3 above also apply by analogy with regard to the content on any linked websites. You must therefore check the content that can be accessed via the link, in order to ensure that it complies with the requirements pursuant to Item 3 above.

4.2 All and any methods – whether automatic or manual – for extracting, storing, processing or transmitting data from the Forum, or for misusing it in any other manner, are prohibited unless we have expressly issued a relevant license.

4.3 Publishing or otherwise disclosing the personal data of other users or third parties (e.g. names, telephone numbers, email addresses) is prohibited, unless the user concerned has consented or the disclosure is permitted for other reasons.

## 5. HOW THE FORUM WORKS

### 5.1 Moderator, Administrators

The Forum is managed and run by administrators and moderators. They are allowed to relocate users' messages and erase them if necessary, in particular if they breach these Terms of Use or are inaccurate or irrelevant. They are also entitled to sanction any violations of these Terms of Use.

### 5.2 Posting Messages

#### 5.2.1 Search function, knowledge database, FAQ

Before you start a new subject, please use the Forum's search function first of all to make sure that similar topics do not already exist.

#### 5.2.2 Selecting the right sub-forum and subject heading

For all the Forum's users, it is important that subjects can be found without any difficulty. You should therefore take particular care to select the right sub-forum for your particular issue. The same applies when choosing a pertinent heading for your subject.

#### 5.2.3 Repeat messages

Please do not repeat messages or post the same message in more than one sub-forum. We will delete any repeat queries about the same topic.

#### 5.2.4 Precise particulars

If you want your queries to be answered promptly, it is advisable to give the other users exact details about the problem concerned. So provide as many precise technical details as possible in your query, which will be helpful in finding a solution to the problem. These details might include:

- the version of UML Lab you are using,
- the operating system you are using,
- exactly when the problem occurs, and any other relevant details about the circumstances,
- screenshots and suchlike.

## 6. RIGHTS OF USE IN YOUR MESSAGES

6.1 To the extent required for running the Forum, you grant us in perpetuity non-exclusive, transferable rights of use in all the messages you post there, without any restrictions in terms of territory. In particular, this includes the right to place the content in the Forum such that it can be retrieved technically, and the right to make any copies of it that are required for that purpose.

6.2 In particular, you also grant us as the Forum operator and provider of UML Lab the right to make the content available to the public, to broadcast it, and to otherwise communicate it to the public.

6.3 In forums, most messages necessarily follow on from each other, with one referring to the other. For this reason, the granting of rights of use pursuant to this Item 6 is irrevocable and does not terminate on termination of the agreement on use, unless terminating the granting of rights is also required for some specific imperative reason. As a matter of principle, your messages can therefore still be retrieved in the Forum even if you yourself are no longer a member. Obviously, no right to demand that messages be kept retrievable exists.

## 7. DATA PROTECTION

### 7.1 Collecting and storing personal data

Our Privacy Policy applies to any use of the Forum. It can be obtained from: <http://www.yatta.de/en/data-protection/>.

### 7.2 Retention of the IP address

For each message posted, we retain the sender's IP address as well as the date and time. The IP address can only be accessed by administrators. Attention is drawn to the fact that criminal offences can be prosecuted on the strength of this data.

### 7.3 Personal data

In order to protect your own privacy, you should refrain from publishing your address or telephone number or any other personal data. Please remember that our Forum can also be accessed by search engines.

## 8. USER'S WARRANTY & LIABILITY / RELEASE & DISCHARGE

8.1 You warrant that you are both able and entitled to legitimately grant the rights to the extent specified in Item 5 above. Moreover, you warrant that you will not breach the provisions laid down in Items 3 and 4 above and will not perform any illegal acts in the Forum.

8.2 We assume no responsibility whatsoever for checking the content you post in the Forum; you are therefore solely responsible for all and any messages you post in the Form and for their content.

8.3 In the event of our being sued by third parties because you have infringed their rights and thus committed a breach of duty towards us (in particular pursuant to Items 3 and 4 above) or because you have performed some other illegal act, you undertake to indemnify us and to release and discharge us from all and any liability and costs, except if you have not been at least negligent when infringing the third party rights. This obligation also covers any litigation costs. As soon as we learn of any claim being asserted, we shall immediately notify you (insofar as we are able to do so with the contact data available to us), and to the extent possible and required by law we shall give you an opportunity to ward off the claim being made. Vice versa, you shall be under obligation to immediately put at our disposal the entire information available to you on the matter at the center of the claim.

8.4 Our entitlement to claim further damages remains unaffected.

## 9. YATTA SOLUTIONS' LIABILITY

9.1 Our services in the Forum are provided at no cost to the user. Our liability is therefore limited to loss or damage resulting from a willful or grossly negligent breach of duty on our part. Moreover, liability for lost data shall be limited to those costs for restoring the data that would have been incurred if the user had regularly made proper data backups, thus adequately covering the risk of losing data.

9.2 We are under no obligation to verify the users' messages and are therefore not liable for them in any way.

## 10. VIOLATIONS OF THESE TERMS OF USE

In the event that you violate these Terms of Use, we reserve the right – apart from deleting the messages concerned – to issue you with a warning and to temporarily or permanently block your user account. If and as long as your user account is blocked, you may not re-register for the Forum or post any new messages.

## 11. TERMINATION OF THE AGREEMENT ON USE

11.1 The agreement on use may be terminated by either party at any time. The parties also have the right to give extraordinary notice of termination for good cause with immediate effect.

11.2 On termination of the agreement on use, your user account including all the relevant content will be erased; your messages on the other hand can still be retrieved.

11.3 If we give you extraordinary notice for good cause, you may not re-register for the Forum or post any new messages without our express permission.

## 12. AMENDMENTS TO THE TERMS OF USE

We reserve the right to amend our Terms of Use at any time. If any amendments are made, we shall send you the new Terms of Use by email. The new Terms of Use are deemed agreed if you do not object to them in text form (i.e. by email at least) within 14 days of receiving said email. In our email, we shall send you separate information about the possibility of objecting, the deadline for doing so, and the consequences of failing to respond. If you object to the amendment, both parties shall be entitled to terminate the agreement on use pursuant to Item 11 above.

## 13. CHOICE OF LAW

The agreement on use and these Terms of Use shall be exclusively governed by German law, excluding recourse to private international law.