

YATTA PLATFORM

Terms of Service

IMPORTANT NOTICE

Prior to any use of the Yatta Platform including the Yatta Marketplace and/or Yatta Profiles, it is required that you agree to the following Terms and Conditions of Service without change. If you do not entirely understand or agree to the following Terms and Conditions of Service, do not click "Sign up", and do not use the Yatta Platform.

This Agreement applies without prejudice to any other agreements, such as Payment Provider Terms, the Vendor Agreement, License Agreements for Solutions, or Yatta's Website Terms of Use, which may apply in addition to these terms and into which you may need to enter separately in order to enjoy the full benefit of the Yatta Platform.

INTRODUCTION

(A) The following website(s), software, and services (collectively "Yatta Platform") are provided by Yatta Solutions GmbH, located at Universitätsplatz 12, 34127 Kassel, Germany ("Yatta") and are subject to the following Terms and Conditions of Service (the "Agreement").

(B) This Agreement applies to you ("You" or "User") as a User of the Yatta Platform and regardless of whether You use the Yatta Platform as a Vendor or Customer. If You use the Yatta Platform on behalf of an entrepreneur, a company, private or public corporation, or public authority (collectively "Business"), this is also bound to this Agreement.

(C) The Yatta Platform consists of the "Yatta Marketplace" and "Yatta Profiles".

The Yatta Marketplace is a web-based service offered by Yatta, which supplements the open source Eclipse Marketplace Client with additional licensing and sales features to enable "Vendors" and Yatta (both parties jointly referred to as "Merchants") to license and sell commercial software, open source software and value added services (collectively, "Solutions") via the Yatta Marketplace directly to "Customers"; Customers may be end users (e.g. consumers) or Business who may purchase the Solutions. For the purpose of this Agreement, "Purchase" means purchasing a license to a Solution, a Subscription, or any other kind of Yatta or Vendor Solution as set forth in the respective Solution Contract. The Yatta Marketplace can be accessed and used either by accessing the relevant Yatta Marketplace website or via the "Yatta Marketplace Client". Technically, the Yatta Marketplace Client is a plugin or extension to Your Integrated Development Environment ("IDE"). In order to use the Yatta Marketplace, You need to register and/or sign in with a valid user account (as described in Part A) section 3).

The Yatta Profiles service consists of a web-based platform (the "Yatta Profiles Website" or "Profiles Hub") that provides collections of useful Eclipse plugins and pre-defined workspace and configuration settings for Eclipse created by Yourself or other users for specific programming tasks or software projects (each a "Profile") as well as a desktop application, consisting of the

“Yatta Launcher” and the “Profiles Plugin”, which enables You to create, launch, manage, edit, update and share Your own or any third-party Profiles. In order to operate, Yatta Profiles requires (i) an up-to-date version of the Yatta Marketplace Client installed on Your device, and (ii) a valid user account. A Profile does not comprise any required plugins, which need to be downloaded and/or Purchased separately (e.g. via an Eclipse download site, an Eclipse update site, or the Yatta Marketplace).

(D) 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) (Terms relating to You as Customer) 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 runs and maintains the Yatta Platform.

1.2 Any Solutions on the Yatta Marketplace are offered either by (i) Vendors (“Vendor Solutions”) or (ii) Yatta (“Yatta Solutions”), as specified in the respective Solution description on the Yatta Marketplace, and require the conclusion of a separate license agreement governing Your use of that Solution directly with the respective Merchant such as a license purchase or subscription (“Solution Contract”). The respective License Fee (as defined in the EULA) for a Solution has to be paid by You to the respective Merchant. Profiles are offered by Yatta. Any other Content may be offered by users.

1.3 For Vendor Solutions, Yatta acts solely as the platform provider who facilitates transactions that are carried out on the Yatta Marketplace; Yatta is neither the purchaser nor the seller of Vendor Solutions, and therefore not a party to any Solution Contract regarding any Vendor Solution (“Vendor Solution Contract”). Such Vendor Solution Contract (e.g. EULA) is solely between You and Your counterparty and applies separately from this Agreement. Yatta does not assume any responsibility arising out of or in connection with such contracts, nor does Yatta act as an agent on any party's behalf.

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

1.5 The Vendor Solution Contract (e.g. a license purchase or subscription) is completed once You receive an email from Yatta and/or the Vendor (as the case may be) confirming Your Purchase of a Solution, and performance of this contract begins as soon as the Purchase is complete.

2. USE OF THE YATTA PLATFORM

2.1 In order to use the Yatta Platform, You must be at least 16 years of age. If You are 16 or older but a minor (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 the Terms and Conditions of Service. 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 and other Content under the laws of the country in which You reside or from which You access or use Yatta Marketplace.

2.2 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.

2.3 If You want to offer Solutions on the Yatta Marketplace, You have to be a or represent a Business and You, respectively the Business need to be confirmed as an authorized Vendor by entering into an additional Vendor Agreement with Yatta.

2.4 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 any 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.

2.5 Your use of the Yatta Marketplace includes, where available, the ability to enter into contracts and/or make transactions electronically. You acknowledge that Your electronic submissions constitute Your declaration of will and agreement and intent to be bound by and to pay for such contracts and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions You enter into on the Yatta Marketplace, including notices of cancellation, policies, contracts, and licenses.

2.6 To use the Yatta Platform, You will need a device that meets the system and compatibility requirements for the Eclipse IDE and the Yatta Platform Software, which may change from time to time, a modern web-browser as well as working internet access. Your ability to use the Yatta Platform to the full benefit may be affected by these factors.

2.7 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, Yatta Launcher, the Yatta Profiles Plugin, or other related Yatta Platform Software (section 5.2) that might be introduced from time to time to continue to use the Yatta Platform and to access and/or download Solutions or Profiles.

2.8 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) distribute any counterfeit Solutions or Profiles 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) transfer Your Account to another party without Yatta's prior consent;
- (f) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- (g) distribute viruses, trojan horses or any similar technologies;
- (h) access or use the Yatta Platform by any means other than through use of functionalities provided by Yatta and Your devices;
- (i) 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;
- (j) use any robot, spider, scraper, or other automated means to access the Yatta Platform for any purpose;
- (k) 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;
- (l) harvest or otherwise collect information about other users, such as email addresses, without their consent; or
- (m) circumvent any technical measures (e.g. for license protection) Yatta uses to provide the Yatta Platform.

2.9 If You breach section 2.8, 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 whole or in parts, to decline, remove, or suspend use of any Content, 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. You then 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 Your Account settings.

3. YOUR ACCOUNT

3.1 In order to Purchase or sell Solutions on, or share Your Profiles to, the Yatta Platform, You need to create at least one account (the "Account"). You agree to provide accurate and complete information when creating and while using Your Account and to keep Your Account up to date. 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/>. To the extent available, You can access and edit Your Account information and settings at <https://www.yatta.de/account/> (Your "User Account").

3.2 You must keep Your Account (including your sign-in information) secure and must not share it with anyone else. You are solely responsible and Yatta will not have any liability or responsibility arising out of or in connection with any unauthorized use of Your Account.

3.3 Yatta has no obligation to accept Your registration and may therefore, on its sole discretion and without any liability to You, refuse Your registration.

4. AUTOMATIC UPDATES

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

4.2 The availability of previous versions of Solutions and/or Profiles within the Yatta Platform 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, the Eclipse Foundation or 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 service. You must not download (other than page caching) or modify the Platform service, or any part of it, except with prior express 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. In particular, 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 express 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 following additional terms shall apply to the Yatta Marketplace Client, the Yatta Launcher, the Yatta Profiles Plugin, any Profiles (for the avoidance of doubt, without any Solutions to which a Profile may refer to) 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) (the "Yatta Platform Software"):

5.2.2 Subject to Your compliance with the terms and conditions of this Agreement, You are granted a limited, transferable, royalty-free, non-exclusive, worldwide (within the limits of section 2.4), 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 and enjoy 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 You agree to use the Yatta Platform Software in compliance with all applicable laws.

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 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 express prior written consent. You may not use any meta-tags or any other hidden Content utilizing Yatta's names or trademarks without Yatta's express 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 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 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 USER CONTENT

6.1 Profiles created by You

6.1.1 Unless otherwise agreed in a separate agreement between You and Yatta in writing or electronic form, each Profile shared via Yatta Profiles will be automatically uploaded and published on the Yatta Profiles Website and the Yatta Marketplace and can be accessed, downloaded, rated, reviewed, and used by others (depending on Your Profile visibility settings).

6.1.2 For each Profile shared via Yatta Profiles, You hereby grant to Yatta a worldwide, perpetual, royalty-free, non-exclusive right to use and re-distribute Your Profile as part of the Yatta Profiles service, without any compensation or obligation to You. You hereby confirm that You have obtained all relevant rights and licenses required to submit and license Profiles to Yatta.

6.1.3 Yatta reserves the right to not post or publish, or to remove or edit any of Your uploaded Profiles at any time in its sole discretion without notice or liability.

6.1.4 You agree not to circumvent, bypass, or modify Yatta Profiles or upload Profiles to the Yatta Profiles Website by any means other than using the dedicated Yatta Profiles software.

6.2 Your Comments, Reviews and Ratings to Solutions and Profiles

6.2.1 The Yatta Platform may offer interactive features that allow You to submit comments, reviews and ratings to other Solutions or Profiles on areas of the Yatta Platform accessible and viewable by other users and the public.

6.2.2 You agree that any such 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 otherwise be obscene. You also hereby agree to provide accurate and complete information in connection with the submission of Your comments, reviews and ratings and confirm that You have obtained all relevant rights and licenses.

6.2.3 You hereby grant to Yatta a worldwide, perpetual, royalty-free, non-exclusive right to use and re-distribute Your comments, reviews, and ratings as part of the Yatta Platform and/or in relation to Solutions or Profiles, without any compensation or obligation to You.

6.2.4 Yatta reserves the right to not post or publish, or to remove or edit any of Your comments, reviews, and ratings at any time in its sole discretion without notice or liability.

6.2.5 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 Your comments, reviews and ratings 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. MAINTENANCE AND SUPPORT

Yatta may provide Updates to the Yatta Platform from time to time as described in section 2.7. Apart from that, Yatta will be responsible for providing any maintenance and support services with respect to the Yatta Platform Software only to the extent as required under applicable law.

9. FORCE MAJEURE

9.1 Yatta will not be liable or responsible for any failure to perform, or delay in performance of, any of Yatta's obligations under this Agreement that is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, sabotage, civil disorders, rebellions or revolutions, acts or omissions of government entities or any other cause beyond the reasonable control of Yatta (each, a "Force Majeure Event").

9.2 If a Force Majeure Event takes place that affects the performance of Yatta's obligations under this Agreement:

- (a) Yatta's obligations under this Agreement will be suspended and the time for performance of Yatta's obligations will be extended for the duration of the Force Majeure Event; and
- (b) Yatta will use its reasonable endeavors to find a solution by which Yatta's obligations under this Agreement may be performed despite the Force Majeure Event.

9.3 Yatta will immediately notify You of the occurrence of a Force Majeure Event.

10. DISCLAIMER OF WARRANTIES

10.1 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 of this;

(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 or Profiles 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.

10.2 Warranties for any Yatta Solutions are subject to the provisions set out in the respective end user license agreement between You and Yatta. Yatta will not take any warranties with regard to Vendor Solutions or Profiles.

11. LIMITATION OF LIABILITY

11.1 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.

11.2 Except as set out in 11.1, or in the event that You are exercising any statutory right to refund or compensation, in no event shall Yatta, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any loss or damage caused by Yatta, its employees or agents where:

- (a) there is no breach of a legal duty of care owed to You by Yatta or by any of Yatta's employees or agents;
- (b) it is not a reasonably foreseeable result of any such breach;
- (c) any increase in loss or damage results from Your breach of any term of this Agreement;
- (d) it results from a decision by Yatta justified under these Terms of Services to (i) remove or refuse to process any information or Solutions, (ii) warn You, (iii) suspend or terminate Your Account, or (iv) 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; or

11.3 Subject to section 11.1, Yatta shall not be liable for any damages caused by a negligent breach of a non-material obligation (i.e. an obligation on whose performance You may neither rely on nor is necessary for the fulfilment of the purposes of the use of the Yatta Platform).

11.4 Yatta shall use reasonable efforts to protect information submitted by You in connection with the Yatta Platform including from fraudulent use.

11.5 If You breach this Agreement, You will be liable to Yatta, its directors, officers, employees, affiliates, agents, contractors, and licensors for any claim arising out of Your breach. You will also be liable for any action taken by Yatta as part of its investigation of a suspected violation of this Agreement, or as a result of that a violation of this Agreement has occurred.

12. TERM AND TERMINATION

12.1 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.

12.2 Termination by You

12.2.1 You may terminate this Agreement (i) any time in Your User Account by clicking on "[Delete account](#)" or (ii) by sending us an email message from Your Account email address with thirty (30) days prior notice. Unless otherwise stated, the receipt of the termination notice is determined pursuant to Central European Time.

12.2.2 If You have Purchased any Solutions on a perpetual basis (e.g. subscription with automatic renewal of license terms) via the Yatta Marketplace – and unless otherwise agreed with the respective Merchant, Your termination of this Agreement including Your Yatta Account terminates the respective perpetual license(s) to the next possible termination date (as defined in the Solution Contract).

12.2.3 If you reactivate Your terminated Account with our 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 enable re-subscribe.

12.3 Termination by Yatta

12.3.1 Yatta may terminate this Agreement for convenience with thirty (30) days prior notice.

12.3.2 Without prejudice to any other of Yatta's rights or remedies, Yatta may, at its sole discretion, terminate this Agreement (or any part of it) with immediate effect for cause with or without notice (as required by law) to You, in particular if:

- (a) You fail to comply with any of the provisions of this Agreement;
- (b) You are in default of a material portion of the License Fees (as defined in the EULA) to one or more Merchants;

- (c) You Purchased a Subscription and if You are in default, on two successive dates of payments to one or more Merchants;
- (d) You have materially violated the provisions of one or more Solution Contracts (e.g. in case of intentional or repeated intellectual property infringements);
- (e) You have materially violated obligations towards other Vendors or Customers;
- (f) 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);
- (g) You are subject to a significant deterioration of Your financial circumstances;
- (h) Yatta is obligated to do so due to contractual relationships with Yatta partners (e.g. payment providers) or regulatory requirements;
- (i) 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
- (j) termination for cause is otherwise permitted under this Agreement or Applicable Law.

12.4 Effects of Termination

12.4.1 Upon termination in full, Yatta will disable Your Account and preclude access to the Yatta Platform. If You have Purchased any Solutions on a perpetual basis, Yatta will 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 our 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).

12.4.2 You will remain fully liable for all amounts due under Your Account up to and including the date of termination.

12.4.3 Any provision of this Agreement that contemplates performance or observance subsequent to termination shall survive termination.

12.4.4 Yatta agrees that all relevant licenses granted by Yatta under this Agreement required to use Solutions that are Purchased on a perpetual basis will remain in full force and effect following termination of this Agreement. However, Yatta does not warrant and will not be liable; each Vendor is solely responsible that a Vendor Solution Purchased on a perpetual basis will continue to operate independently from Yatta Platform Software.

12.4.5 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.

12.4.6 Termination does not affect any agreement You have with third parties (e.g. Payment Providers, Customers and/or Vendors).

13. CHANGES TO THIS AGREEMENT

13.1 Yatta may update this Agreement from time to time. Updates that do not have any material negative impact on You or are required by law will become effective when posted on the Yatta Platform. In case of any other changes, You will be notified and required to accept such changes. Once accepted, such changes shall immediately become effective. Yatta reserves the right to disable Your Account with immediate effect or terminate this Agreement in accordance with section 12.2 if You do not accept the changes.

14. MISCELLANEOUS

14.1 Unless otherwise agreed between You and Yatta, this Agreement constitutes the entire Agreement between You and Yatta and governs 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.

14.2 Should any provision of this Agreement be or become invalid or unenforceable, the validity of the other provisions of this Vendor Agreement shall not be affected thereby and shall remain in full force and effect. The Parties shall replace the invalid or unenforceable provision by a legally valid arrangement which 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.

14.3 Yatta's failure to enforce any rights or provisions in this Agreement will not constitute a waiver of such or any other provision. Yatta will not be responsible for failures to fulfill any obligations due to causes beyond its control.

14.4 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.

14.5 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).

14.6 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.

14.7 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.

14.8 Yatta may notify You with respect to the Yatta Platform by sending an email message to Your Account email address or a letter via postal mail to Your Account mailing address, 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

14.9 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).

14.10 About Yatta:

Register Court:	Amtsgericht Kassel (district court Kassel)
Register No:	HRB 14720

PART B) TERMS RELATING TO YOU AS CUSTOMER

1. PURCHASE OF SOLUTIONS

1.1 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.

1.2 The price of any Solutions offered via the Yatta Marketplace is inclusive of any customs, import, export, and excise duty, VAT and other taxes which may be applicable.

1.3 Your rights to withdraw, cancel, or return any Solution and get a refund are subject to the terms set out in the Solutions Contract between You and the Merchant. The respective Merchant 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.

1.4 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.

1.5 Certain Solutions may be offered on a subscription basis (each a "[Subscription](#)"). 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 Your Account or by contacting Your Solutions' Vendor) in accordance with Your Solution Contract between You and the Solutions' Merchant.

1.6 Profiles from the Yatta Profiles Website are provided to You free of any charges. However, a Profile may be based on Solutions that has not been purchased by You. The price displayed in conjunction with a Profile indicates the aggregate price for any Solutions included within and may be reduced to account for such Solutions You have already purchased or otherwise acquired. You may decide whether to purchase any missing Solutions or to use the Profile without such Solutions during the Profile installation routine on Your device.

2. LICENSE FOR SOLUTIONS

2.1 Vendor Solutions

2.1.1 You acknowledge and agree that with respect to any Vendor Solutions You acquire from the Yatta Marketplace, You are entering into a binding Vendor Solution Contract directly with the Vendor of that Solution governing Your use of that Solution. Yatta is not a party to the Vendor Solution Contract with respect to any Solutions. 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.

2.1.2 You acknowledge and agree that Yatta is authorized by the Vendor to claim outstanding payments under the Vendor Solution Contract. You also agree that, upon Your acceptance of the license agreement between You and Vendor regarding the Solutions, Yatta will have the right to enforce such Vendor Solution Contract against You on behalf of the Vendor.

2.2 Yatta Solutions

2.2.1 The download, installation, and use of any Yatta Solutions are subject to the relevant end user license agreement which can be found in the respective Solution description on Yatta Marketplace or at <https://www.yatta.de/legal/>.

2.2.2 You acknowledge and agree that Yatta is authorized by the payment providers to claim outstanding payments under the Yatta Solution Contract.

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 or Yatta (with respect to Yatta Solutions) ("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.

4. PAYMENT

4.1 Yatta may make available to You various payment processing methods to facilitate the ordering of any Solutions on Yatta Marketplace. However, Yatta does not offer payment services itself, but the same will be performed by specialized payment service providers that govern Your use of a given payment method (each, a "Payment Provider").

4.2 You must accept any relevant terms and conditions or other legal agreement with the relevant Payment Provider. Yatta may add or remove payment processing methods at its sole discretion and without notice to You from time to time.

4.3 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.

4.4 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. "Taxes" shall mean any duties, customs, fees, or taxes (other than income tax) associated with the ordering of Solutions, including any related penalties or interest.

4.5 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.

CONTACT

If you have any questions, feel free to contact us:

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e support@yatta.de
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And please check our support website for technical support.

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