

# YATTA PLATFORM

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## Terms and Conditions of Service

### IMPORTANT NOTICE

Prior to any use of the Yatta Marketplace and/or the Yatta Profiles, it is required that you agree to the following Terms and Conditions of Service without change. To agree to these terms, click "Agree". If you do not entirely understand or agree to the following Terms and Conditions of Service, do not click "Agree" 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 you may need to enter into 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 Purchaser. If You use the Yatta Platform on behalf of a business entity, that entity 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 sales functions to enable "Vendors" and Yatta (both parties jointly referred to as "Seller") to sell commercial software, open source software and value added services (collectively, "Solutions") via the Yatta Marketplace directly to "Purchasers". The Yatta Marketplace can be accessed and used either by accessing the relevant Yatta Marketplace website or via the "Yatta Marketplace Plugin" within the Eclipse 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 "eHub") 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 client 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) that an up-to-date version of the Yatta Marketplace Plugin is 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 Purchaser.

[Part B\) \(Terms relating to You as Purchaser\)](#) contains Terms and Conditions which are applicable to You as a Purchaser of content via the Yatta Platform.

## PART A) GENERAL TERMS

### 1. YATTA'S ROLE AS A PLATFORM PROVIDER

1.1 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. Profiles are offered by Yatta. Any other content may be offered by users.

1.2 For Vendor Solutions, Yatta acts solely as the platform provider who facilitates transactions that are carried out on the Yatta Marketplace. Instead, Yatta is neither the purchaser nor the seller of Vendor Solutions, and therefore not a party to any contract regarding a purchase for any Vendor Solution. Such contract 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 contract nor does Yatta act as an agent on any party's behalf.

1.3 Notwithstanding that Yatta is not a party to the 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 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 sell the Solutions, the ability of Purchasers to pay for Solutions, or that a Purchaser or Vendor will actually complete or reverse (e.g. in case of cancellation) a transaction.

1.4 The purchase contract is completed once You receive an email from Yatta and/or the Vendor (as the case may be) confirming the 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 Yatta Platform You must be at least 13 years of age. If You are 13 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. 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 contents 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 entity, You represent that You have the authority to legally bind that entity.

2.3 If You want to offer Solutions on the Yatta Marketplace, You have to be a merchant by means of the German Commercial Code and need to be confirmed as an authorized Vendor by entering into an additional Vendor Agreement with Yatta.

2.4 If you are a consumer (sec. 13 German Civil Code), the Yatta Platform is available to You only in the country where you reside. You agree not to use or attempt to use the Yatta Platform from outside this location. Yatta may use technologies to verify Your compliance.

2.5 Your use of the Yatta Marketplace includes the ability to enter into contracts and/or make transactions electronically. You acknowledge that Your electronic submissions constitute Your 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 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 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 Plugin, Yatta Profiles Launcher, the Yatta Profiles Plugin, or other related Yatta Software 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) commit 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 capabilities provided by Yatta;

- i) 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 Yatta reserves the right to modify, suspend, or discontinue the Yatta Platform (or any part of it) at any time with or without notice to You, and Yatta will not be liable to You or to any third party should Yatta exercise such rights.

### 3. YOUR ACCOUNT

3.1 In order to purchase or sell Solutions on, or share your Profiles to, the Yatta Platform, You need to establish an 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 for maintenance and billing purposes in accordance with Yatta's [Privacy Policy](http://www.yatta.de/privacy/) accessible at <http://www.yatta.de/privacy/>.

3.2 You must keep Your Account 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. Yatta may also deactivate Your Account or terminate this Agreement for reason (for example if You are in breach of the terms of this Agreement). You then may be prevented from accessing the Yatta Platform or any Subscriptions, and from downloading and installing any Updates to Solutions. The use of previously installed Solutions which have been licensed on a perpetual basis is not affected. Further instructions on how to re-enable Your Account can be found in Your Account settings.

### 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 altogether at any time by changing the Automatic Updates settings within Your Account 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 text, database results, graphics, logos, button icons, images, audio clips, digital downloads and data compilations 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.

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 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 Plugin, the Yatta Profiles 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 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, revocable license to download, install and use the Yatta Software on any compatible device that You own or control. You may use Yatta 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 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 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 Software).

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

5.2.5 You agree to use the Yatta 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' trademarks, trade dress and logos in any form.

5.4.3 You may withdraw Your consent given under clause 5.4.1 and Your license granted under clause 5.4.2 at any time by submitting a corresponding notice 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, 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.

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 <http://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 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 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 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 (iii) 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 This Agreement is made for an indefinite term and shall be effective until terminated.

12.2 Either party may terminate this Agreement by giving three (3) month prior notice.

12.3 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 without notice to You if:

- a) You fail to comply with any of the provisions of this Agreement;
- b) termination for cause is otherwise permitted under this Agreement or Applicable Law; or
- c) Yatta decides to discontinue, modify or suspend the Yatta Platform (or any part of it).

12.4 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. Otherwise, unless Yatta is not obligated to keep Your Account information Yatta will delete Your Account permanently once all transactions under your Account have been completed.

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

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

12.7 Yatta agrees that all relevant licenses granted by Yatta under this Agreement that are required to use Solutions 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, and Vendor shall be solely responsible that a Vendor Solution purchased on a perpetual basis will continue to operate independently from Yatta Software.

12.8 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 Software.

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

## 13. CHANGES TO THIS AGREEMENT

Yatta may modify this Agreement or impose new or additional terms and conditions on Your use of the Yatta Platform from time to time. In case of any change, You will be notified and asked to accept such changes. Once accepted, such changes shall immediately become effective. In the event that You refuse to accept such changes, Yatta will have the right to terminate this Agreement in accordance with section 12. However, with regard to Solutions purchased prior to such changes, the most recent version of the Agreement accepted by You shall continue to apply.

## 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 unless 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. 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. If You are a merchant by means of the German Commercial Code (HGB) or a legal person under public law or a special fund under public law, then exclusive venue for all and any disputes arising out of, or in relation with this Agreement shall be Frankfurt am Main.

14.5 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**  
**Universitätsplatz 12**  
**D-34127 Kassel**  
**Germany**

**t +49 561 5743277-0**  
**f +49 561 5743277-88**  
**e [support@yatta.de](mailto:support@yatta.de)**  
**w <http://www.yatta.de>**

14.6 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).

#### 14.7 About Yatta:

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

## PART B) TERMS RELATING TO YOU AS PURCHASER

### 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 purchase contract between You and the Seller. The respective Seller is solely responsible for its Solutions and for dealing with any claims or any other issues arising out of or in connection with the purchase 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 purchase contract between You and Solutions' Vendor.

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 license agreement directly with the Vendor of that Solution governing Your use of that Solution. Yatta is not a party to the license agreement between You and Vendor 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 and any payment provider are third-party beneficiaries of the license agreement between You and Vendor with respect to the Solutions. 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 license agreement against You as a third-party beneficiary thereof.

### 2.2 Yatta Solutions

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

## 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 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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And please check our Forum and Trouble Ticket System for technical support.