

General terms of use

1. Purpose

These general terms of use regulate access to and use of the webpage in the domain <https://www.yeeply.com> (hereinafter referred to as the “**Website**”), Yeeply subdomains <https://en.yeeply.com>, <https://fr.yeeply.com>, <https://pt.yeeply.com>, <https://it.yeeply.com> and <https://de.yeeply.com> and the corresponding software and services (hereinafter referred to jointly with the Website as the “**Yeeply Platform**”).

The Yeeply Platform is the property of Yeeply Mobile S.L., a company duly incorporated in accordance with Spanish legislation (hereinafter referred to as “Yeeply”) with its registered office at Calle Melissa 45, Bloque 5, 36 - Paterna, Valencia 46980 (Spain).

Access to and use of the Yeeply Platform will also be governed by the information, instructions and policies posted on the Website. These include the privacy policy of Yeeply, the legal notice and/or cookies policy, which can be found in the Privacy Policy section of the Website. In the event of a conflict between these terms of use and the Website, the former shall prevail.

2. User, Clients and Service Providers

Anyone who accesses the Yeeply Platform (hereinafter referred to as the “**User**”) accepts and agrees that by using the Platform, they agree to be bound by these general terms of use. If the User does not accept these terms of use in their entirety, they will not be able to access or use the Yeeply Platform. The mere use of the webpage confers the status of User and constitutes full acceptance of said terms. If these general terms of use are signed on behalf of a legal person, the User declares and guarantees that it has the capacity to ensure that said legal person is bound by said signing or acceptance. In this case, the term “User” shall refer to said legal person.

Among Users there may be persons (physical or legal) interested in promoting the development of mobile applications, *software*, web platforms or other projects relating to IT and the digital world in a broader sense (hereinafter referred to as the “**Digital Project**”) who, upon entering into the appropriate service provision agreement with Yeeply, will be considered “**Clients**” under these general terms of use. As such, in addition to these general terms of use, Clients will be subject to the rights and obligations set out in the service provision agreement to be signed with Yeeply.

There may also be professionals interested in supplying the services required to carry out these Digital Projects for Clients who, having completed the Yeeply validation and certification process and signed the relevant service provision agreement with Yeeply, will be considered “**Service Providers**”. As such, in addition to these general terms of use, Service Providers will be subject to the rights and obligations provided for in the general terms and conditions of business and appropriate specific agreements posted in the area of the Yeeply Platform specifically set aside for these purposes in the “Professionals” section.

3. The Yeeply Platform

Yeeply has created a virtual market to connect potential Clients with potential Service Providers, channelling the demand of professionals and projects as appropriate via the

certification, mediation, interlocution, coordination and follow-up services provided by YeePLY throughout the process via the YeePLY Platform.

In accordance with the provisions of numeral 2 above, once the Service Provider who will implement the Digital Project for a particular Client has been chosen, the commercial relationship of the Clients and the Service Providers with YeePLY will be governed by the provisions of the respective service provision agreements that the Clients and Service Providers will enter into with YeePLY (which, in particular, will govern aspects such as the scope of the services provided, obligations of the parties, payments, acceptance of the Digital Project, responsibilities, deliverables, intellectual property, jurisdiction, etc.), without prejudice to these general terms of use, which may be applicable.

4. Basic rules for use of the YeePLY Platform

4.1 Misuse

YeePLY expects all Users to show each other a high level of ongoing courtesy, respect and professionalism, applying common sense when publishing information, comments or other content in relation to other Users, YeePLY or third parties on any part of the YeePLY Platform.

Users may be held liable for losses and damages suffered by other Users, YeePLY or third parties as a result of comments, declarations or other information or content published on the YeePLY Platform that constitute injury or could constitute grounds for legal action.

All Users must comply in full with regulations that are applicable to its activities and with all YeePLY policies published and included in these general terms of use by way of reference or referral, without prejudice to any modifications that YeePLY believes may be made to said regulations and policies.

It is prohibited to use the YeePLY Platform to publish:

1. Any material that is or could be illegal, misleading, subversive, threatening, defamatory, invasive of privacy, abusive, injurious, obscene, pornographic, an incitement to hatred, offensive from an ethnic or racial perspective, etc. or which could in some way constitute or encourage conduct that could be considered criminal, contrary to the rights of either of the Parties or result in any form of liability;
2. Any material or content that contravenes, unduly appropriates or violates the rights of third parties, including copyright, registered trademarks, rights to patents and other property rights of third parties;
3. Any content that promotes, advertises or publicises any type of commercial activity (other than that carried out by YeePLY on the YeePLY Platform, of course);
4. Any misrepresentations or false statements that could result in losses or damages for YeePLY, Users or third parties;
5. Any private information relating to another natural or legal person, published without the permission of said natural or legal person;
6. Any form of theft of the identity of another natural or legal person, or representation of him or herself as a natural or legal person associated with YeePLY, YeePLY personnel or other professionals in the sector;
7. Any request for the password of a User or other account information;

8. Any form of collection of usernames, physical addresses or e-mail addresses, irrespective of the purpose; or
9. Any virus, IT program or technological medium designed to interrupt, damage or interfere with the use of computers or similar systems.

Therefore, the User must only use the YeePLY Platform for purposes permitted by law, and not for activities of an immoral or adverse nature.

In addition, the User in this regard must not:

1. Access (or attempt to access) the YeePLY Platform via any means other than the interface provided;
2. Use information on the YeePLY Platform for any purpose other than to achieve the objective for which it was provided;
3. Participate in any activity that interferes with or interrupts the operation of the YeePLY Platform;
4. Download or attach a file that is invalid, malicious or unknown;
5. Insert an external link that, to their knowledge, could be malicious or unknown or whose purpose it is to offer goods or services other than the services of YeePLY.
6. Attempt to access or conduct searches on the YeePLY Platform or download content from the same using any engine, *software*, tool, agent, device or mechanism (such as *spiders*, *bots*, sniffer programs, data mining tools and similar tools) that is not *software* and/or a search agent supplied by YeePLY or other third-party web browsers in common use;
7. Access, manipulate or use parts of the YeePLY Platform that are not public, YeePLY IT systems or the technical delivery systems of YeePLY suppliers;
8. Collect or use information (such as usernames and the actual names of other users or e-mail addresses available via the YeePLY Platform) to send any type of unsolicited advertising, junk mail, spam or other types of promotional material;
9. Use the YeePLY Platform for any commercial purpose for the benefit of third parties or in any way not set out in these general terms of use;
10. Violate any applicable law or regulation; or
11. Call for, encourage or help any other person carry out the actions referred to above. YeePLY reserves the right to investigate and take legal action in response to any violation of the obligations described above and/or resort to and cooperate with the authorities responsible for compliance with the law to prosecute Users who violate these terms of use.

4.2 Exemption from liability due to misuse of the YeePLY Platform

In accordance with the provisions of numeral 4.2 above, YeePLY will not be held responsible for any comment, information or other content published or posted by any User or third party on the YeePLY Platform.

Similarly, YeePLY is not responsible for the accuracy or reliability of content; nor does it censure or oversee it in order to guarantee it.

Nevertheless, YeePLY reserves the right to cease or restrict access to any information or content published or posted on the YeePLY Platform when required by the competent government authority, or if YeePLY believes that said information or content does not comply with these general terms of use.

5. First steps

5.1 Eligibility

The YeePLY Platform is only available to legal persons and natural persons of adult age who are authorised to enter into legally binding agreements in accordance with the applicable law.

Users agree that they are not (a) citizens or residents of a country where the use of platforms such as the YeePLY Platform or participation on the same is prohibited by any law, decree, regulation, treaty or administrative act or (b) citizens or residents of (or located in) a country or territory that is subject to sanctions or embargoes imposed by the European Union.

Without prejudice to the above, in the interests of avoiding doubt, YeePLY confirms that Users who wish to become Service Providers for a particular Digital Project must complete the YeePLY validation and certification process.

5.2 Account and identity security

All identity information linked to a YeePLY user account must be true and verifiable. Each of these accounts must only be used by one natural or legal person. Each natural or legal person may only have one Client and/or Service Provider account.

YeePLY reserves the right to verify the information of Users, inasmuch as they can be Clients and/or Service Providers, at any time. This verification process includes (but is not limited to) the contrast with third-party databases or confirmation of one or more official or legal documents of the public administration that confirm the identity of the potential Client or Service Provider.

By way of these general terms of use, the User authorises YeePLY to make the necessary enquiries, either directly or through third parties, to confirm the ownership of the e-mail address or financial instruments by the User. If the User does not provide information about itself and its activities when requested, these general terms of use will be deemed not to have been adhered to.

Users are solely responsible for guaranteeing and ensuring the secrecy and security of the password of their respective accounts with YeePLY. Users agree not to disclose this password to third parties and will be solely responsible for any use or action conducted via the use of said password at YeePLY. If the User suspects that their password has been lost or stolen, they must inform the YeePLY support team (support@yeePLY.com) immediately.

By using their YeePLY user account, the User recognises and agrees that the security procedures of the account opened with YeePLY are consistent with the standards of the sector. The User must also not allow their password to be used by third parties to carry out any action in relation to the YeePLY Platform.

6. Working with YeePLY

Projects published on the YeePLY Platform must be published in English, French, German, Italian or Portuguese, and cannot contain information that allows or calls for contact or payments outside the YeePLY Platform.

Project publications must be professional in nature and describe the services requested in accurate detail. These publications must not contain offensive language or advertisements for other products or services. Project publications may not request any service that is illegal or is in violation of intellectual property rights, copyright or the conditions of use of another service, product or website.

7. Disintermediation

All payments to be made by Clients in relation to the implementation of the Digital Project will be made to YeePLY, either directly in accordance with the provisions of the service provision agreement to be signed between the Client and YeePLY or via the YeePLY Platform. Any action that incites, encourages or requests full or partial payment from a third party other than YeePLY or off the YeePLY Platform shall constitute a violation of these terms of use.

Any violation of the provisions of this section by a Client may result in the cancellation of their YeePLY account and the payment of compensation for losses and damages resulting from said violation.

If a Service Provider requests that a Client make a payment directly to it or via any channel other than those provided or specified by YeePLY, said Client must inform YeePLY immediately.

In view thereof, Service Providers must not accept any payment in relation to a Digital Project made to it directly by a Client or via any payment channel not associated with YeePLY or the YeePLY Platform. If a Client attempts to make a payment to a professional directly or via any channel other than those provided or specified by YeePLY, said Service Provider must inform YeePLY immediately.

8. Measures to ensure compliance with YeePLY policies

YeePLY has the right (but no obligation) to suspend or cancel the access of any User to the YeePLY Platform if it believes that said User has violated these general terms of use or the rights of YeePLY or another party. Irrespective of other courses of remedial action at its disposal, YeePLY will be able to suspend or cancel the User's YeePLY account (in this case, said User may no longer have access to certain data, messages, files or other elements held with YeePLY) or refuse to extend the access of said User to the YeePLY Platform if:

1. The User fails to comply with any of these general terms of use or any other policy or procedure published on the Website;
2. YeePLY cannot verify or authenticate any information provided to it by the User; or
3. YeePLY is of the view that the actions of the User may give rise to legal liability for said User, Clients, Service Providers or YeePLY.

Once their YeePLY account has been suspended or closed, the User will no longer be able to use the YeePLY Platform using a different account or register again via a new account. If the User attempts to use the YeePLY Platform through another account, YeePLY reserves the right to claim any losses or damages caused and to impose any additional sanctions as appropriate.

9. Responsibility

Irrespective of any other statement made by any representative of YeePLY or contained in the YeePLY Platform (such as any found on the Website), YeePLY shall not be held responsible or issue any type of binding statement or declaration or guarantee a) the reliability, suitability, availability, security, accuracy or integrity of the YeePLY Platform, b) the suitability, solvency or ability of the Client and/or the Service Provider, c) the suitability of the YeePLY Platform for a specific purpose or d) the non-violation of the rights of third parties.

In particular, and without limitation, YeePLY shall not be held responsible for ensuring and provides no guarantee:

1. That the use of the YeePLY Platform is safe, timely and uninterrupted and the platform itself is free of errors, or can operate in combination with any other *hardware*, application, system or data;
2. That elements excluded meet the requirements and expectations of the User;
3. That data stored are accurate or reliable;
4. That information and other materials obtained by the User through the YeePLY Platform meet the requirements or expectations of said platform;
5. That errors or faults found in the elements excluded will be corrected;
6. The YeePLY Platform is free of viruses and other harmful elements; or
7. Damages, losses and/or harm suffered by Users resulting from the trust placed by the User in the integrity, accuracy or existence of any advertisement or as a result of any relationship or operation between a Client and any Service Provider, advertiser or third-party sponsor whose advertisement appears on the YeePLY Platform, or which is referred to on said platform.

The YeePLY Platform may be subject to limitations, delays or other problems inherent to use of the internet and of electronic communications. YeePLY shall not be held responsible for any delay, problems with delivery or other losses or damages of any type derived from these problems.

10. Indemnity

Clients and Service Providers shall hold YeePLY, its subsidiaries, partners, administrators, agents, employees and representatives harmless against all claims, damages, costs and expenses derived from violations, actions or omissions attributable to Clients and/or Service Providers, as appropriate (and under no circumstances to YeePLY).

In accordance with the provisions of this section, any compensation and/or liability release granted to YeePLY will also be interpreted as compensation and/or a liability release, as appropriate, to each of the other parties held harmless referred to above.

11. Validity and termination

11.1 Period of validity

These terms of use are valid for the period between the date of entry into force and the termination of these terms in accordance with the provisions of section 11.2 below.

11.2 Termination of the agreement

Both parties will be able to terminate the legal relationship derived from these terms of use at any time, immediately and with or without a reason, after informing the other party in writing or cancelling or suspending the account of the User. Said termination may not affect the validity of any of the service provision agreements entered into previously between YeePLY and the Client or YeePLY and the Service Provider; thus, these general terms will continue to apply to said service provision agreements until they are terminated.

11.3 Consequences of the termination of the agreement

The termination of these terms of use will not affect the conditions that, due to their nature, are valid even after the termination of the agreement. As a result, said terms shall remain valid following the termination of these general terms of use (in particular, but not limited to, certain provisions relating to the indemnity or release of YeePLY from any liability).

12. Miscellaneous

12.1 Regulatory compliance

Clients and Service Providers must not violate any law or right of third parties on the YeePLY Platform or in relation to said Platform. In particular, said Users agree to comply with all current import and export control laws and not to violate the applicable property rights of third parties.

12.2 Communications between the parties and consent for electronic notifications

The User agrees to the use of:

1. Electronic media to subscribe to these general terms of use and for the delivery of any notification issued in accordance with the same; and
2. Electronic records to store information relevant to these general terms of use or use of the YeePLY Platform by the User.

Notifications will not be valid unless they are issued in writing and delivered:

1. By YeePLY via e-mail (at the address provided by the User);
2. Via a message published on the YeePLY website; or
3. By the User to support@yeePLY.com or other e-mail addresses specified by YeePLY in writing. The date said notification is sent will be considered the date of receipt.

12.3 Modifications

YeePLY reserves the right to review these terms and conditions at any time. Changes made will be effective from the first of the following dates: (i) Once thirty (30) days have passed since notification has been issued by YeePLY via the user interface on the Website or sent to the e-mail address associated with the account or via any other procedure; or (ii) when the User adheres to these changes, they give their express consent to said changes via any other procedure or, in some other way, accepts a version of these general terms of use that incorporates these changes.

12.4 Inalienability of rights

The failure of either of the Parties to exercise a right or claim derived from these general conditions of use, or lateness in exercising said right or claim, does not constitute a waiver of said right or claim and will in no way affect the ability of each party to ensure it is exercised, unless said party issues an express waiver in writing signed by a duly authorised representative.

12.5 Nullity

If part of these terms and conditions is considered illegal or invalid (and therefore, unenforceable), the validity of and compliance with the rest of the general terms of use will not be affected and the relevant provisions will be modified by YeePLY so that all of these terms and conditions comply with applicable regulations and endeavouring at all times to ensure that the will of the parties is enacted as much as possible.

The illegality, non-validity or unenforceability of said condition in a particular jurisdiction will in no way affect the legality, validity or enforceability of said condition in any other jurisdiction or any other condition in any jurisdiction.

12.6 Law and jurisdiction

These general terms of use will be governed by the common laws of the Kingdom of Spain.

By specifically renouncing any other personal or territorial jurisdiction to which they may be entitled and to the extent that such submission is legally permissible, YeePLY and the Users agree to refer all issues that arise from the interpretation or application of, or compliance with, these terms and conditions of use to the courts and tribunals of the city of Valencia and their higher courts.

That will be all. If you have any questions or comments in relation to these conditions, contact YeePLY at support@yeePLY.com.