

General Contract Conditions and Conditions of Use

Last Updated: August the 7th, 2017

These general conditions of use and legal information (hereinafter, the General Conditions) govern the use of and access to the website at www.yachtty.com and the corresponding mobile application, both of which are the property of Yachtty all for yachts S.C. (hereinafter, Yachtty) which are made available to website and application users (hereinafter, the User or Users), with the aforesaid website and app Yachtty (hereinafter jointly referred to as the Platform).

Pursuant to that set forth in Article 10 of the Information Society Services and eCommerce Act n° 34/2002, of 11 July 2002, the following is the identification information pertaining to the owner of the website:

- Company Name: Yachtty all for yachts S.C.
- Registered offices: C/ Joan Dameto, 53 – 2º, 07014, Palma de Mallorca.
- Tax Identification Number (NIF): J16528168
- Email: yachtty@yachtty.com

1. **Aim**

Yachtty is a Platform in which commercial establishments, with which Yachtty might have an agreement to offer a series of products and services. The client can acquire products and services directly from these establishments, with Yachtty acting as an intermediary. It therefore cannot and does not assume any liability for the quality of the products or the correct provision of services offered directly by the stores in question. Yachtty is an “on demand” express shopping Platform. It seeks to put people who need help with their shopping from associate establishments (hereinafter, Customers). Throughout these General Conditions of Use we shall refer to both Customers and Providers.

2. **Terms of Use**

Access to the Platform implies knowledge and acceptance of the following General Conditions.

3. **Customers Access and Registration**

In order to be a Platform customer, the following requirements must be met:

- Be 18 years of age or older.
- Correctly fill in all obligatory fields on the registration form asking for personal information such as username, email address, telephone number and credit card number etc.
- Accept these Conditions of Use
- Accept the [Privacy and Data Protection Policy](#)
- Accept the [Cookies Policy](#)

The User guarantees that all information regarding his/her identity and legitimacy provided to Yachtty on its registration forms and Platform is true, accurate and complete. The User also agrees to keep all such information up-to-date.

Should the User give any false, inaccurate or incomplete information, or if Yachtty deems that there are sufficient grounds to doubt its veracity, accuracy or completeness, Yachtty may deny present or future access and use of the Platform or any of its content and/or services.

On registering on the User's Platform, the User shall select a username and password. Both the username and the password are strictly confidential, personal and non-transferable.

The User agrees to not divulge information relating to their account or make it accessible to third parties. The User shall be the only liable person in the event that said data is passed on to third parties, including any declarations made on the Platform, or any other action undertaken through use of the username and/or password.

Yachtty cannot guarantee the identity of registered Users, and cannot therefore be held liable for any non-registered third-party use of a User's identity. Users are obliged to immediately notify Yachtty of the loss, removal and/or disclosure of their username or password by email to yachtty@yachtty.com.

3.1 Profile

To complete registration on the Platform, the User should provide personal information including username, email address, telephone number, credit card information etc. Once registration has been duly completed, Users may access their profile, completing and/or editing it as they deem appropriate.

4. Operation of the purchase and courier services

When a registered Customer User requires help with a purchase, they should access the website (www.yachtty.com) or the app and request the product and/or service.

The Customer shall provide all the information requested, in as much detail as possible, regarding the product or service in question. They should also add all such comments as they deem to be of use in the "Comment" section. The User may also provide Yachttyer with a photograph in order to identify the order.

If the product and/or service is unavailable, the Yachttyer should call the Customer to explain to them their options. If the Customer does not accept any of the options presented by the Yachttyer and is consequently not interested in the alternatives available to them, they shall be bound by the terms of the Cancellation Policy set forth in the present General Conditions of Use (in section eight). If the Customer does not answer, the Yachttyer should wait 10 minutes before leaving.

Once the purchase has concluded, the Yachttyer shall then deliver the product and/or service to the Customer. If the purchase involves the delivery of a product, the Yachttyer shall deliver it to the Customer at the exact place and time indicated by the latter party.

In cases where the Customer cannot be found at the agreed location for the aforesaid delivery, the Yachttyer shall retain the product during 24 hours, or 10 minutes in the case of perishable goods. The Customer shall assume 100% of the cost of the basic purchase service as well as the price of a product if this has been acquired or contracted through Yachttyer, and shall have to pay for another service in order to receive to undelivered goods. Under no circumstances shall Yachttyer be liable for the deterioration or expiration of the purchased product in question.

5. Return of products

If the Customer wishes to return a product or make a claim concerning the provision of a service, this should be directed to Yachtty with the till receipt that Yachtty gave the customer on delivery of the order. In the event of refunds the purchase amount, Yachtty shall have the right to decide upon the refund method (cash, credit card, store voucher etc.)

In all circumstances, Yachtty shall have the right to determine the reimbursement. In the event of dispute, the Customer should notify Yachtty via the following email address: yachtty@yachtty.com

6. Service fees and invoicing

Registration on the Platform is completely free. The Customer only pays for each service requested via the Platform. By registering on the Platform and providing the required bank information, the User expressly authorizes Yachtty to bill them for the corresponding payment for the services they have requested.

The price of each service can be made up of a price that will be fixed by each store through which Yachtty has a commercial agreement up to the extent that the User buys a product or service, and a variable percentage depending on the kilometers covered by the Yachttyer. Yachtty reserves the right to modify its prices depending on the time of day and/or the distance at which the service is made. **Pursuant to these conditions, the Customer shall have the right to know the fee payable for their service prior to agreeing thereto and formalizing the payment, except in cases where the User does not specify the delivery point.**

Yachtty reserves the right to modify its prices at any moment. The changes carried out will have an immediate effect after being published. The User expressly authorizes Yachtty to email all invoices resulting from the contracted services to the address that they have provided.

7. Price and validity of the offer

All prices indicated on the Platform include Value Added Tax (VAT or IVA to use the Spanish abbreviation) and other taxes that may be applicable and, in all circumstances, are expressed in Euros (€) for EU and US Dollars (\$) for the rest of the countries..

The prices applicable for each service shall be published on the Platform and automatically applied in the process of contracting the final phase thereof. The User shall recognize that under all circumstances, the economic value of certain products may vary in real time. The User shall always be notified to this effect. If an invoice is required, the user should add all relevant tax details into the platform before finishing the order.

For any information regarding the order, the User may contact the customer service at yachtty@yachtty.com, indicating the order number assigned by the Yachtty Platform in the subject field.

8. The right of withdrawal and cancellation of orders

The User may cancel without any cost an order as long as Yachtty has not accepted the order.

Pursuant to the nature of the service offered by Yachtty, the User is aware that once Yachtty accepts voluntarily an order, the provision of the service is deemed to have commenced and therefore the User shall have no right to withdraw their request for said service without any cost.

Therefore, if the User cancels an order that has been done, the Platform will generate the cost equivalent to cover the cancelation by the User. If Yachtty has also purchased a product or contracted a service after the User has cancelled an order, Yachtty shall attempt to recover the sum paid for the product or service. If this is not possible, the User shall be liable for the payment of this sum, regardless of whether or not Yachtty has delivered this product or service.

Yachtty has official complaint forms available to the consumer, for the purpose of the service offered by Yachtty in the following languages: Spanish and English. The aforementioned complaint forms may be requested by the consumer in the following email address: yachtty@yachtty.com and the option to access them will be sent automatically. The consumer must specify in the email the port, the city and country from which they are making the request.

9. Special purchase service conditions applicable to the Yachtty marketplace (In future integrations)

Through the Platform, the Customer may acquire a series of products and/or services offered by the stores through which Yachtty has a commercial agreement (hereinafter, the Store or Stores). The Customer may select a series of options from a drop-down menu determined by the Stores in which the characteristics and the price are indicated, as well as, on occasions, a photograph of the product or service in question.

Through the free space text, the User manifests his/her willingness to buy certain products, making Yachtty become a simple representative acting on behalf of the User. As a consequence of the above-mentioned the User would be the only one responsible, and who, in such case, would assume any incidence released from the nature of the products requested (I.e. civil responsibility, sanction, penalties...).

Once the Customer has selected one of the options, they may complete the order using the free text field to add more detailed information or instructions for the Yachttyer carrying out each order.

The Customer is aware of and accepts that the descriptions and, if applicable, the photographs of the products and/or services offered on the Platform shall be made based on the information and documentation provided by the Stores. Yachtty can therefore offer no guarantees against possible inaccuracies in these descriptions and/or photographs.

The customer also accepts that all Yachtty marketplace products are subject to their availability and therefore assume the possibility that, during the realization of the order, the product and/or service may not be available at the store. Furthermore, the price of the product may vary slightly due to changes at the point of sale. Yachtty reserves the right to proceed with the purchase where there are price variations of up to 30%. If 30% is exceeded, Yachttyer shall contact the Customer in order to inform them of the situation.

Once Yachttyer has acquired the product and/or service from the Store, the receipt for said product and/or service shall be delivered to the Customer. If the order involves the delivery of a product, the Yachttyer shall deliver it to the Customer at the exact place and time indicated by the latter party. If the Customer cannot be found at the agreed location for the aforesaid delivery, the Yachttyer shall retain the product for 24 hours, or

10 minutes in the case of perishable goods. The Yachttyer shall not be liable for the deterioration or expiration of the purchased product in question.

Yachtty reserves the right to withdraw any product from their marketplace as well as modify the content of their list at any moment, without any liability attributable thereto.

9.1 Same day deliveries

Yachtty shall provide the Customer with a delivery service for the products acquired in the marketplace in some ports and cities. The order can be made if the following conditions are met at the moment of payment of the order:

- The service is available for the time of day chosen.
- The goods to be delivered can be found in one of the cities and ports in which Yachtty operates.
- The delivery location should be in one of the cities and ports in which Yachtty operates.

9.2 Pricing and method of payment

The price of the product and/or service shall be that offered by the Store on the Platform. However, the Customer assumes that in all circumstances, the price of certain products may vary in real time. The Customer shall always be notified of the final cost prior to payment.

Similarly, during the payment gateway, the Customer shall be informed of the final price and the approximate delivery time, in accordance with the Yachtty service conditions set out above.

The customer shall make payment using the credit card that Yachtty has on record as the method of payment associated with their account. The credit card payment may represent an extra cost for the Customer due bank commissions.

9.3 Right of withdrawal

The non-perishable products exclusively acquired through the Yachtty marketplace service, are subject the Customer's right of withdrawal within a maximum of 14 calendar days from the date of reception of the product.

In order to exercise this right, the Customer should directly contact the Store from which the product and/or service was acquired through the Platform, notifying it of their decision and the order reference number supplied by the Platform, as well as providing the till receipt or the invoice.

The Store shall notify the Customer how to proceed with the return of the product in question. The cost of returning the goods when exercising one's right of withdrawal shall be borne by the Customer.

The Store shall only accept products returned in exactly the same condition as received by the customer. The Store shall not accept any return of products that have been used or which have suffered any damage. Yachtty will not accept any products which have been personalized by the Customer, or which are not suitable for return for health or hygiene reasons.

9.4 Return of non- perishable defective products

In the event that a product needs to be returned due to it not working correctly or a manufacturing defect, the Customer should notify the Store directly through the Platform, indicating the product defect in question within the time established by the store in question. The Store shall notify the Customer how to proceed with the return of the defective product.

10. Purchase of alcoholic drinks

Users purchasing alcoholic drinks through this platform must be 18 years of age or over. On placing an order that includes alcoholic drinks, the User shall confirm that they are at least 18 years of age. Yachtty reserves the right to refuse to deliver alcohol to any person who cannot prove that they are at least 18 years of age.

Yachtty policy on restricted materials

The following is a non-exhaustive list of restricted materials and materials subject to limitations:

Alcohol and tobacco	Deliveries of alcohol and tobacco may be restricted or subject to limitations in some marketplaces.
Animals and controlled species	Animal parts and fluids, prohibited seeds, poisonous or nuisance plants, other controlled plants and organisms threatened with extinction or whose trade is similarly controlled by law, including derivatives thereof.
Child pornography	Pornographic material involving minors or which may be perceived as erotic paedophilia.
Copyright software and media	Unauthorized copies of books, music, films and other protected or licensed materials, including copies lacking appropriate attribution. Unauthorized copies of software, video games and other protected or licensed materials, including OEM and other products which activate unwanted messages.
Counterfeit and unauthorized products	Replicas and imitations of designer products and other goods, celebrity objects which normally require authentication, fake autographs, forged currency, stamps and tickets and other such unauthorized goods.
Devices used to bypass security measures.	Modems, chips and other devices used to disable protective measures such as those found in digital devices, including those used to unlock iPhones.
Drugs	Controlled substances, narcotics, illegal drugs and drug accessories, including psychoactive substances and plant drugs such as hallucinogenic mushrooms as well as any material promoting their use. Legal substances, such as plants and herbs, in any form that suggest their ingestion, inhalation, extraction or any other use that may result in the same use as an illegal drug, substance or component, or which may have unproven health benefits.
Gambling	Lottery tickets, bets, membership applications for online betting sites and all related content. The promotion of physical casinos is allowed.
Hacking and cracking material	Manuals, guides, information and equipment that is in breach of the law and which facilitate fraudulent access to software, servers, websites and other protected property.
Human body parts	Organs or other body parts, bodily fluids, stem cells, embryos.
Stolen or illegal goods	Materials, products or information that advertises illegal goods or facilitates illegal acts. Goods which the seller does own or for which they do not have the right of sale. Goods produced in infringement of the rights of third parties. Goods which violate import, export or labeling restrictions. Motor vehicles subject to transfer restrictions: You (Yachtty user) are the sole

	person responsible for fully verifying that these objects are authentic and legal.
Illegal telecommunications equipment	Devices which seek to obtain a free satellite signal, illegal products used to modify mobile telephones and other equipment.
Offensive goods	Literature and other material and products which: <ul style="list-style-type: none"> • Defame a person or group of people on the basis of their race, ethnicity and nationality of origin, religion, sex or other factor. • Defame a person or group of people who are protected by law in supposed cases of defamation (such as, for example, the royal family in certain jurisdictions). • Glorify violence or incite others to commit violent acts. • Promote hatred or intolerance. • Promote or support the membership of terrorist groups and other illegal organisations. • Contravene public morality.
Offensive goods, crime	Photos or objects from crime scenes, such as personal belongings, or objects associated with criminals or criminal acts.
Precious materials	The sale of loose precious stones or other valuable rare materials.
Culturally protected items and artefacts	Material covered by the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property or other goods whose sale, export or transfer are protected by law. Artefacts. Cave formation (stalactites and stalagmites).
Pyrotechnic devices and hazardous substances	Pyrotechnic articles and related products in markets in which their delivery is regulated, as well as substances such as gasoline and propane.
Traffic devices	Radar devices, license plate covers, illegal changers of traffic devices and related products.
Arms	Firearms, munitions and other objects, including but not limited to guns, camouflage and undetectable knives, martial arts weapons, silencers, munitions and arms magazines.
Currencies	Foreign exchange or currencies secured against precious metals.
Primary and secondary schools and use by minors	Yachtty reserves the right to refuse orders from minors. It also reserves the right to refuse orders from locations close to primary and secondary schools.
Improper use of the platform and abuse	We will not tolerate the use of abusive language or behaviour toward our company or independent workers.

11. Geo-location

Yachtty may gather, use and share data regarding location, including real-time geographic location from the User's computer or mobile device, only if the User has authorized it previously. This location data can be gathered and used by Yachtty to show the location of the origin of an order and/or the location of the destination. Users therefore give their express consent that their geo-location data may be shared with other Users and Suppliers in order to ensure the success of the order at any moment. The Users will opt to disable their geo-location service in their devices according to what it is detailed in the [Privacy Policy](#).

12. User obligations

Users are fully liable for access to and the correct use of their profile and other Platform content, subject to current legislation, either international, as well as principles of good faith, ethics, customs and public order. Specifically, the user hereby agrees to observe these General Conditions of Use.

Users should refrain from using their profile and other Platform content for illicit ends or for purposes which damage the rights and interests of third parties, or which may cause damage to, disable, deteriorate or otherwise have a detrimental effect on the Platform, its content and its services. It is similarly prohibited to impede the normal use or enjoyment of the Platform by other Users.

Yachtty disclaims editorial responsibility for, and expressly declares that it does not identify with any of the opinions that Users may post on its Platform, the consequences of which are the sole responsibility of the User making said post.

Those Users that fail to comply with these obligations shall be liable for any resulting claim for damages. Under no circumstances shall Yachtty be held responsible for any consequence, damage or detriment arising from the illegal access or use by third parties. In general and including but not limited to the following, Users agree to:

- Not alter or modify, either wholly or partially, the Platform, bypassing, deactivating or manipulating any function or service thereon
- Not infringe any industrial and intellectual property rights or personal data protection regulations
- Not use the Platform to slander, defame, intimidate or harass other users, or damage their image. Not access the email accounts of other Users
- Not upload computer viruses, corrupted files or any other programme that may cause damage or alteration to Yachtty or third-party content and systems
- Not send out mass emails to large numbers of people, nor pass on email addresses to third parties without consent
- Not advertise goods or services without the prior consent of Yachtty

A User may report another User where he or she deems that the General Conditions of Use are being violated. All Users may also inform Yachtty of any abuse or infringement of these conditions, via email to yachtty@yachtty.com. Yachtty will check this report as soon as possible and adopt the measures it deems appropriate, reserving the right to withdraw and/or suspend any Platform User for the breach of these General Conditions of Use. Yachtty also reserves the right to delete and/or suspend any message with illegal or offensive content, without needing to give prior warning or any subsequent notification.

13. **Cancellation of User's registration**

The User may cancel their registration by sending an email to this effect to yachtty@yachtty.com.

14. **Yachtty's responsibility**

The User is responsible for having the services and equipment needed to use the internet and access the Platform. In the event of any incident or difficulty when accessing the Platform, the User should notify Yachtty by email to yachtty@yachtty.com, which will analyze the incident and advise the User on how best to solve the problem as quickly as possible.

Yachtty does not control, nor is it liable for the content that Users post on the Platform, with these persons having sole responsibility for the legal appropriateness of said content.

Yachtty shall not be liable for any interruption to service, connection errors, service unavailability or deficiency in terms of internet access, nor for any interruptions to the internet network or for any other reason beyond its control.

Yachtty shall not be held responsible for any security errors which may arise, nor for any damage to the User's computer systems (hardware or software) or to files and documents stored therein, as a consequence of:

- The presence of a virus on the computer system or mobile device that the User utilizes in order to connect to Platform services and content
- Browser malfunction
- The use of versions thereof that have not been duly updated

15. **Responsibility for content**

Yachtty is under no obligation to control or not control the usage that the User makes of the Platform. Subsequently it cannot guarantee that Users utilize Platform pursuant to these General Conditions of Use, nor that said usage is diligent and/or prudent. Similarly, Yachtty is under no obligation to verify or not verify the identity of the User, nor the veracity, applicability, comprehensiveness and/or authenticity of the information that they provide.

Yachtty declines all responsibility for damages of any kind due to the illicit use of the Platform by Users or any use which may be the result of a lack veracity, applicability, comprehensiveness and/or authenticity of the information that Users give to other Users regarding themselves and, in particular, although not exclusively, for any damages which may result from the impersonation of a third party by a User in any kind of communication made through the Platform.

Notwithstanding the foregoing, Yachtty reserves the right to totally or partially limit access to the Platform to certain Users, as well as to cancel, suspend, block or eliminate certain content, through the use of technological device designed for this purpose, if it is aware that the activity or stored information is illicit or infringes upon the rights of third parties. To this end, Yachtty may establish the filters required to prevent illicit or harmful content being uploaded onto the network. The provision by Users of content through the Platform shall represent an assignment to Yachtty of all rights of exploitation of the content made available on the Platform.

16. **No-guarantee clause applicable to orders and payments**

Yachtty offers no guarantee regarding the authenticity, exactitude, newness, reliability, legality or the non-infringement of third-party rights by other third-party. Users therefore declare that they understand that Yachtty is an independent company that puts Customers and Providers in contact with each other, and does not assume any liability for the information provided by them or for any damages arising from these General Conditions of Use. Yachtty shall therefore not be held responsible for the availability of Providers, nor for their due and satisfactory fulfillment of the orders do they undertake.

As members of the Platform, Users accept that any legal liability they may claim as a consequence of the actions or omissions of other Platform Users or third parties shall be limited to these Users or third parties, and shall not result in any action taken in this regard against Yachtty.

17. **Updating and modification of the Platform**

Yachtty reserves the right to modify these General Conditions of Use, the Privacy Policy and the Cookies Policy at any time and without giving prior notice. Users should carefully read these General Conditions of Use before accessing the Platform. In all circumstances, the acceptance of the General Conditions is an essential first step toward access to the services and content available on the Yachtty app Platform.

Yachtty also reserves the right at any time and without giving prior notice to update, modify or delete the information contained on its Platform in terms of its set-up, presentation and conditions of access, without assuming any liability as a result. Yachtty does not guarantee that there will be no interruptions or errors in access to the Platform and its content, or that it be permanently updated. Nonetheless, Yachtty shall do all that is necessary to rectify errors, re-establish communication and update content, on the condition that there are no reasons that make this impossible or difficult to execute, as soon as notification of error, disconnection or the need for content update is given.

18. **Intellectual property**

Yachtty is the owner or license holder of all intellectual and industrial property rights included on the Platform, as well as the content accessible thereon. The Platform's intellectual property rights, as well as all text, images, graphic design, browser structure, information and content belong to Yachtty. Yachtty shall have the exclusive right to exploit these rights in any way, especially, the rights of reproduction, distribution, public communication and transformation, pursuant to Spanish intellectual and industrial property law.

The authorization given to the User for access to the Platform does not imply a total or partial waiver, transfer, license or assignment of intellectual and industrial property rights by Yachtty. Yachtty Platform content may not be deleted, bypassed or manipulated in any form. It is also prohibited to modify, copy, reuse, exploit, reproduce, publically communicate, make second and subsequent publications, upload files, email, transfer, use, treat or distribute in any way all or part of the content included on the Yachtty Platform for public or commercial purposes without Yachtty's express written authorization and, if applicable, the owner of the corresponding rights.

The User who shares any type of content via the Platform declares that they have the necessary rights to do so, with Yachtty waiving any liability regarding the content or legality of the information offered. The provision of content by Users via the Platform represents the assignment of the right to exploit intellectual and industrial property derived from said content to Yachtty, free of charge and to the maximum extent permissible by law.

18.1 Independence of the Clauses

If any clause comprising these General Conditions is deemed null and void, it shall not be considered effective. Such a declaration of invalidity shall have no bearing on the rest of the Contract, which will continue to be applicable to and binding on the Parties thereto.

19. Applicable Law

The relationship between YACHTTY and the User shall be governed by and construed in accordance with the General Conditions, with the interpretation, validity and execution thereof pursuant to Spanish law. Any dispute arising out of or in relation to these Conditions of Use shall be subject to the jurisdiction of the Courts of law of Palma de Mallorca, except if the User requests it to be subject to the Courts of law of his/her place of residence.

20. Out-of-court dispute resolution

Pursuant to that established in Article 14 of EU Regulation 524/2013, Yachtty informs all concerned that the European Commission has established a platform for the out-of-court resolution disputes regarding contractual obligations arising from sales contracts and the provision of services between consumers residing in the European Union and traders also operating therein. The Customer may access this platform through the following link: <http://ec.europa.eu/consumers/odr/>.

Privacy and Data Protection Policy

Last Updated: August 7th, 2017

Pursuant to current personal Data Protection law, Yachtty all for yachts, S.C., hereinafter, YACHTTY, informs Users of its online Platform of the company's Privacy and Data Protection Policy which it applies to the treatment of the personal data that the User voluntarily provides to access the website at www.Yachtty.com and to the corresponding mobile application.

By providing YACHTTY with their personal information via the electronic forms on the company website or app, the User expressly gives their consent to YACHTTY to handle this data under the terms set forth in this clause of the Confidentiality and Data Protection Policy and for the purposes hereafter expressed.

Before registering into YACHTTY, Users should read this Privacy and Data Protection Policy. By clicking the button "Sign up", Users manifest that they have read and that expressly consent the present Privacy and Data Protection Policy.

On registering, the User will be required to provide certain information in order to create their profile. Customers should provide the following information: username, email address, telephone number and credit card details (As guaranty of payment). When authorized by Users, YACHTTY shall gather data related to their location, including their geographical location in real time via the Users' computer or mobile device.

Once registration has been completed, all Users may access their profile and add or edit the information, as they deem appropriate. The User may access the Platform and create an account through their Facebook or LinkedIn profile. The information and data provided by the User shall be permanently available in their User Account and may be modified via the Edit profile option.

The User agrees to enter real and accurate information. The User shall be solely responsible for any damages which YACHTTY or third parties may suffer because of a lack of veracity, inaccuracy, applicability, or authenticity of the information provided.

The information gathered by YACHTTY shall only be used for the purpose defined in the General Conditions of Use of the website which can be seen [here](#).

- Applicable legislation to Users Personal Data (Personal Data Protection)
- Who is responsible of the Users Data?
- What is the legitimacy for the treatment of Data?
- What personal information about Users does YACHTTY gather?
- Why YACHTTY collects information about Users?
- Does YACHTTY share the information it receives?
- What rights do Users have?
- How do we protect personal data from Users?
- What about Cookies?
- Notifications and modifications

- **Applicable legislation to Users Personal Data (Personal Data Protection)**

As part of its commitment to comply with the current legislation concerning data protection at all times, and specifically with Organic Law 15/1999, of 13 December 1999, on the Protection of Personal Data; Royal Decree 1720/2007 of 21 December 2007 implementing Organic Law 15/1999; General Data Protection Regulation (Regulation EU 2016/679); and all other applicable legislation. Pursuant to Article 5 of the aforesaid Organic Law 15/1999, of 13 December 1999, on the Protection of Personal Data, Users are hereby notified that personal information supplied to the website shall be subject to automatic treatment and become part of electronic files belonging to YACHTTY, under the responsibility of YACHTTY, a company duly included in the General Register of the Spanish Agency for Data Protection, for the purposes set forth on the website: management of the Users registered in the YACHTTY Platform.

Basic Information about Data Protection	
Identity	Yachtty all for yachts, S.C.- CIF: J16528168
Purpose	Management and provision of requested services
Legitimacy	User Registry and Use of the Platform
Rights	Access, rectify and delete the data, as well as other rights, as explained in the additional information.
Additional Information	The additional and detailed information on Data protection can be consulted in the following sections.

In accordance with the applicable legislation, hereafter is the Privacy Policy that YACHTTY uses in the treatment of the data of the Users registered in its Platform.

- **Who is responsible of the Users Data?**

All personal information that is provided or collected by www.yachtty.com and the app will be mainly treated by the company Yachtty all for yachts, S.C., which is the responsible of the treatment. The Company has its registered office at C / Joan Dameto, 53 – 2º 07014, Palma de Mallorca Spain.

Responsible for the treatment of Personal Data	
Identity	Yachtty all for yachts, S.C.- CIF: J16528168
Postal Address	C/ Joan Dameto 53, 2º 07014, Palma de Mallorca – Spain.
Telephone	(+34) 667432351
Email Address	yachtty@yachtty.com

- **What is the legitimacy for the treatment of Data?**

The legal basis for processing the data of the Users is the execution of the User Registry in the YACHTTY Platform and the subsequent use that the User may make of it.

- **What personal information about customers does YACHTTY gather?**

The YACHTTY Platform (which includes the Website and the "App") is used by both the Users and the Suppliers. The Suppliers group includes the Independent Professionals that collaborate with YACHTTY and the stores with whom YACHTTY maintains a commercial agreement ("Partners"). The information YACHTTY receives from its Users is collected as shown below.

a) Information that the User facilitates to YACHTTY directly

YACHTTY collects and keeps some information that the User introduces in the YACHTTY Platform or that the User itself facilitates to YACHTTY in any other way:

- *Registration data:* the information the User provides YACHTTY when creating an account in the YACHTTY Platform. That is, the username and the email address.
- *Data from the User Profile:* the information Users add in the Platform in order to use the services provided by YACHTTY. That is, the mobile phone and the credit card details of the User. The User can see and edit the personal data of their profile at any time they wish.
- *Data from the User Account:* information of the orders made by the User, as well as, the evaluations and/or comments that the User makes about his/her orders.
- *Additional information that the User wants to share:* information that the User provides to YACHTTY with other purposes. For example, the billing address, in case the User requests to receive invoices.

b) Information that the User facilitates to YACHTTY indirectly

- *Data from usage:* YACHTTY collects usage data about the User whenever he/she interacts with the YACHTTY services.

- *Application and device data:* YACHTTY collects data from the device and application the User uses to access the services of YACHTTY. These are:

- The IP address that the User uses to connect to the Internet with his/her computer or mobile.
- Information about the User computer or mobile, such as his/her Internet connection, browser type, version and operating system, and device type.
- The full click stream of Uniform Resource Locators (URLs), including date and time.
- The cookie number of the User, see [Cookies Policy](#).
- The browsing history and user preferences.

- *Source data:* if the User arrives at a YACHTTY website from an external source (such as a link on another website or in an email), YACHTTY records information about the source that referred the User to YACHTTY.

- *Data derived from "cookies":* YACHTTY uses its own and Third -Party Cookies to facilitate the navigation of its Users and for statistical purposes (see [Cookies Policy](#)).

- *Information from external parties:* YACHTTY may collect User personal information or data from third parties if the User gives permission to those third parties to share such information with us. For example, in the event that the user creates an account through Facebook or LinkedIn, Facebook or LinkedIn could provide us with personal data of said User in the event that he had them in his Facebook or LinkedIn profile (name, gender, age ...).

- *Geolocation Data:* in case Users authorize it, YACHTTY will collect data related to its location, including the real time geographical location of the user's computer or mobile device.

- **Why YACHTTY collects information about Users?**

1.- YACHTTY uses the information that collects from the User to perform the services requested through the YACHTTY Account, according to the mechanism described in the Terms of Use.

2.- YACHTTY also uses the information to investigate and to analyze how to improve the services provided.

3.- YACHTTY may use the User information for internal purposes designed to keep the services secure and operational (i.e. testing purposes, to prevent abusive activity like phishing or fraud and troubleshooting).

4.- YACHTTY internally performs statistical and other analysis on information that collects to analyze and measure user behavior and trends and to understand how people use the services.

5.- YACHTTY may use the personal data provided by the User to make communications via email and/or send SMS and/or Whatsapp to the User about the operative of the service.

YACHTTY will send messages to the User's mobile phone with information regarding the status of the requested order, and once it has finished, YACHTTY will send a summary / receipt of the order including the price of the order to the User's email. By registering on the Platform, it will be understood that the User accepts this Privacy Policy and, therefore, authorizes YACHTTY to make both communications.

6.- With the consent of the User, YACHTTY may send promotional messages and / or offers regarding the service offered to the Users' e-mail. If a YACHTTY User does not wish to receive such information and/or commercial communications may at any time opt for the option to "unsubscribe" in the e-mail, and consequently, YACHTTY will immediately cease sending the above-mentioned information.

7.- As described previously, if you connect your YACHTTY Account with your account on a Social Media or third party platform, YACHTTY may use the information that the User make available through the applicable Social Media or third party platform and that the applicable Social Media or third party platform has made available to YACHTTY, in accordance with the privacy or other settings that are applicable to your Social Media or third party platform account.

8.- The Service is based over the World. Nevertheless, YACHTTY User data is stored on servers located in Ireland. YACHTTY states that these servers comply with the applicable legislation on Data Protection and with the commitments set out in the present Data Privacy Policy.

9. As described in the next section, Users Data is not disclosed to any third party except (i) for providing the services Users request, if it is strictly necessary, in case YACHTTY collaborates with third parties, (ii) when YACHTTY obtains express consent and permission from the User (iii) when it is required by a competent authority in the exercise of its duties (for example in order to investigate, prevent, or take action regarding illegal activities), or (iv) as otherwise required by law.

10.- If ownership of YACHTTY changes or all or substantially all YACHTTY's business assets are acquired by a third party, the Users expressly consent to YACHTTY transferring the Users information to the new owner or successor entity so that YACHTTY can continue providing the services requested. YACHTTY states that it will notify the Spanish Agency for Data Protection of such transfer if the above situations occur.

11. - YACHTTY does not use the Users Data other than as described in the present Privacy Policy and the Terms of Use.

- **How long will YACHTTY keep the data?**

The personal data provided will be kept as long as the User does not request its suppression for a period of 24 months since his/her last interaction with the Platform.

• **Does YACHTTY share the information it receives?**

As indicated in the previous section, the personal data that YACHTTY collects will be exclusively used to achieve the object defined in the "Terms of Use".

In order to achieve this objective and the excellence in the provision of the service, YACHTTY will share certain personal data of the User with:

- Third- Party service providers: YACHTTY providers, who execute orders, send packages, and / or carry out the delivery services will have access to the personal information of the Users that is required to perform their functions, but they won't be able to use it for other purposes. These suppliers must treat personal information in accordance with the present Privacy Policy and the applicable legislation in the matter of Data Protection.

- Providers with whom YACHTTY maintains a commercial agreement: through its website and mobile application, Yachtty can be used to make direct purchases of products and/or services from stores which have an agreement with Yachtty. In such cases, the User's email and postal addresses and contact information will be shared with the store for the sole purpose of facilitating the transaction.

The User may also receive emails from Yachtty and/or the store to confirm the order, arrange a return or ask for the User's opinion of the transaction. Stores will never receive nor be authorized to request credit card information pertaining to Yachtty Users. All information provided to stores outside Yachtty's control shall not be covered by this Confidentiality Policy.

- YACHTTY guarantees that all commercial technical partners, providers, and relevant third parties are bound by contractually binding promises to process information those YACHTTY shares with them following its indications, the present Privacy Policy and all applicable Data Protection legislation.

- Security Companies: YACHTTY may disclose personal information and account data of its customers when it is believed that disclosure is necessary for compliance with the law, to enforce or apply the "Terms of Use" or to protect the rights, property or security of YACHTTY, its users or third parties. This includes, therefore, the exchange of information with other societies and organizations for the protection against fraud and the reduction of credit risk.

- YACHTTY may share information with law enforcement agencies and / or third parties regarding requirements of information related to criminal investigations and alleged illegal activities.

- The subsidiaries of Yachtty all for yachts, S.C.: YACHTTY may transfer certain personal data of the Users to its subsidiaries for internal administrative purposes, which include the processing of personal data of customers.

- With the User consent: apart from what abovementioned, YACHTTY will inform the User in case some information about the User is shared with YACHTTY's commercial partners with a different purpose of the ones expressed in the present document. The information will be given to the User in order to give him/her chance to oppose to the share of information.

None of the above data communications will include selling, renting, sharing or otherwise disclosing personal customer information for commercial purposes in a manner contrary to the commitments made in this Privacy Policy.

- **What rights do Users have?**

- **What information can access the Users?**

YACHTTY gives the User access to a large amount of information about his/her account and his/ her orders at www.yachtty.com and the app so that he/she can see, and in certain cases, update that information.

All Users may access their profile and add or edit the information, as they deem appropriate. The User may access the Platform and create an account through their Facebook or LinkedIn profile. The information and data provided by the User shall be permanently available in their User Account and may be modified via the Edit profile option.

- **What options do Users have?**

The User may exercise their rights to access, rectification, cancellation or opposition. The exercising of these rights is strictly personal and thus the affected party will be required to accredit their identity. The exercising of these rights should be undertaken by the owner of the data, indicating their address and providing a copy of their National Identity card, passport or other such supporting document, contacting YACHTTY by email to yachtty@yachtty.com.

As indicated above, if the User wishes to stop receiving emails from YACHTTY, the User can adjust their subscription options in the email tray and press the "Cancel Subscription" button.

In addition, Users may choose that YACHTTY does not know its geolocation. Most mobile devices give its Users the ability to disable location services. Most likely, this possibility is found in the configuration menu of the device. If Users have questions about how to disable the location services of their device, YACHTTY recommends to the Users that they contact the manufacturer or their mobile service provider.

- **How do we protect personal data from Users?**

YACHTTY has adopted all necessary measures to ensure the required level of security, based on the nature of the personal data and the circumstances of its treatment, in order to prevent, as far as possible and where so permitted by current technology, its alteration, loss, treatment or unauthorized access. The personal information supplied to YACHTTY will not be ceded to any third party without the prior authorization of the owner of said data.

- **What about Cookies?**

This website uses its own and third-party cookies in order to facilitate the browsing experience. For further information, consult our Cookie policy [here](#).

- **Notifications and modifications**

As stated before, all users may exercise their rights to access, rectification, cancellation or opposition to the treatment of their personal data. Users can exercise these rights or ask about the present Privacy Policy sending an email to: yachtty@yachtty.com

As YACHTTY business changes constantly, our Privacy Policy, Cookies Policy and Terms of Use change accordingly. Unless stated otherwise by the Users, YACHTTY could send Users notifications related to important changes and modifications of those documents via email. Nevertheless, YACHTTY will never materially change its policies and security practices to make them less protective of customer information collected in the past without the previous consent of the affected customers.

In case of discrepancy between the translated versions and the Spanish version of this text, the latter will prevail.