



## TERMS OF USE

### YPI WEBSITE

Please read carefully the following terms of use ('Terms') for the website whose URL is [www.ypiyachts.com](http://www.ypiyachts.com) ('Site'). You can print off these Terms, or store them in your computer, for future reference. If you do not wish to accept these Terms, then please do not use the Site.

#### 1. ABOUT US

The Site is provided by Yachting Partners International (SAM), a company incorporated in Monaco, whose registered office is at 57, Rue Grimaldi, MC 98000 Monaco

#### 2. PRIVACY POLICY

Any personal data which you may provide us through the Site is subject to our Privacy Policy. Please see this for further information on how your personal data will be protected.

#### 3. USE OF THIS SITE

- (a) You may access the Site solely for your own personal use. You must not use any content of the Site for any commercial or illegal purpose.
- (b) By submitting any text or other material to us ('Material') you acknowledge that we may copy, modify, distribute or create a derivative work from the Material in any manner that we may determine. You also waive any moral rights in the Material for the purposes of its publication on the Site.
- (c) You must not submit any Material to us which is defamatory, offensive, menacing, obscene or is otherwise illegal or which may cause nuisance, annoyance, damage or inconvenience to us or any other person.
- (d) We reserve the right to charge you to access certain information on the Site. We will inform you where a charge will be incurred by you for accessing certain services or information.
- (e) We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Site with immediate effect if you breach any of these Terms.
- (f) We cannot guarantee that the Site will be provided without interruption. Although all reasonable attempts will be made to ensure that the server that makes the Site available is bug and virus free, we cannot provide any guarantee in this respect.

#### 4. INTERNATIONAL USE

We make no promise that content on the Site is appropriate or available for use in locations outside Monaco, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Site from locations outside Monaco, you do so on your own initiative and are responsible for compliance with local laws.

#### 5. LINKS TO THIRD-PARTY SITES

The Site has hyperlinks that will take you to other websites that we feel may be of interest to you. Selecting any of these links will direct you to a website that is not related in any way to us. We take no responsibility for the content contained on any such website and the link to these other websites does not imply an endorsement or recommendation of the website, its products or its services.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- (a) The Site and its content are protected by intellectual property rights including copyright and trademarks, as detailed in our Copyright and Trade Mark Notice. We reserve our rights in such intellectual property.
- (b) Except as expressly permitted by these Terms, you may not copy, disseminate, or download any content of the Site.

## **7. OUR LIABILITY**

- (a) The Site is provided on an “as is” and “as available” basis and we do not guarantee that the Site will meet your expectations or requirements. If your computer equipment does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the Site.
- (b) The content of the Site has been compiled from a variety of sources and is subject to change without notice. We have taken reasonable care in compiling and presenting the content of the Site to ensure that the information supplied on the Site is accurate. However, we cannot guarantee that all information will be free from errors, omissions or inaccuracies.
- (c) We shall not under any circumstances be liable for any unforeseeable loss or any business loss, including loss of profit, which results from the use of, or the inability to use, the Site.
- (d) Nothing contained in these Terms is intended to exclude any liability for death or personal injury arising from our negligence, or for fraudulent misrepresentation or any other liability which may not be excluded by law.

## **8. GENERAL INFORMATION**

- (a) These Terms and the relationship between you and us shall be governed by Monaco law and the Monaco courts shall have exclusive jurisdiction over any dispute, however we reserve the right to take legal action in any court of competent jurisdiction.
- (b) We reserve the right to change any of these Terms from time to time without prior notice, such changes becoming effective immediately upon posting to the Site. By continuing to use the Site, you will be deemed to accept any such changes.

## **9. FURTHER INFORMATION**

If you have any queries or complaints regarding the Site, please contact us at the postal or email address given in the Contact Us page on the Site.

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# PRIVACY POLICY

YPI WEBSITE

## 1. INTRODUCTION

The Site is a Monaco based website and we take reasonable care to comply with the requirements of the protection of the personal information you supply on the Site. For the purpose of the protection, the data controller is Yachting Partners International SAM, whose registered office is at 57 Rue Grimaldi, MC 98000 Monaco

## 2. YOUR PERSONAL DATA

The information we gather may include your name, delivery address, credit or debit card number and expiry date, email address, telephone number, and any personal preferences ('Information'). Except as set out below, we will not sell, distribute or disclose your Information without your consent or unless required or permitted to do so by law.

## 3. UPDATING YOUR INFORMATION

If any of your Information changes, please notify us at the above Customer Services email address. You may change any of the basic Information we keep about you at any time by sending us an email to our Customer Services email address above.

## 4. MARKETING MATERIAL

We may use your Information to notify you by email about important functionality changes and alterations to the Site, and to provide you with information about our own products and/or services which are similar to those we provide on the Site. We may also use your Information, or permit selected third parties to use your Information, to contact you by post or telephone about goods and services which may be of interest to you. If you do not wish to receive any such communications from us or third parties, you may opt out by notifying us at our Customer Services email address above. We may offer you the opportunity to sign up to a mailing list and/or newsletter, to participate in a survey or a competition, or to receive information by email about third parties' products and services, or any other products and services which we provide. If you sign up for any of these and subsequently change your mind, you may opt out by notifying us at our Customer Services email address above.

## 5. 'EMAIL A FRIEND'

We may from time to time operate an 'Email a friend' service. This is a referral service, designed to make it easy for customers to recommend the Site and related websites or offers to a friend, and is a two-step process. First, a customer sends us the friend's name and email address, and secondly, we contact the friend, telling them who we are, and inviting them to take advantage of a particular offer, or to visit the Site. When we contact your friend, we always advise them of the name and email address of the friend who made the original referral. We will not use your friend's details for any other purpose.

## 6. LINKS TO THIRD PARTIES' SITES

We may provide links to other websites. Before supplying any personal information to any other website, we recommend that you check that website's Privacy Policy. We do not accept responsibility for the protection of any data supplied to other sites.



## **7. TRANSFER TO THIRD PARTIES**

The Information that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ('EEA'). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your Information, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Information is treated securely and in accordance with this Privacy Policy. If Yachting Partners International Limited or substantially all of its assets are acquired by a third party, personal data held by it about its customers may be one of the transferred assets.

## **8. COOKIES**

We may use cookies to monitor how you are using the Site, as these will help us make improvements for the future. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies, but if you do so parts of the Site may not work correctly. Information about your computer such as your IP address, operating system and browser type may also be used to examine usage trends, but this will not allow for any personal identification.

## **9. INTERNET**

The Site uses a security system that protects your Information from unauthorised use. However, as no data transmissions over the Internet can be guaranteed to be 100% secure, we cannot take responsibility for any unauthorised access or loss of personal information that is beyond our control. Please remember that other methods of Internet communication, such as emails and messages sent via a website, are not secure unless they are encrypted. We take no responsibility for any unauthorised access or loss of personal information that is beyond our control.

## **10. CHANGES TO PRIVACY POLICY**

Our Privacy Policy may change from time to time. In this case, the amended version will be published on the Site.

