

# Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on 01/07/2025.

Please read these terms and conditions carefully before using Our Service. This Agreement contains the terms and conditions applicable to the use of any Products by You. By placing an Order for any Product, you agree to the terms and conditions of this Agreement.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- “**Account**” means a unique account created for You to access our Service or parts of our Service.
- “**Company**” (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Yoponn LTD.
- “**Country**” refers to United Kingdom.

- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **“Products”** means any materials (including but not limited to templates, reports, software, training programs and/or other general information contained within documents) which You purchase from Us or Yoponn’s Website as may be updated from time to time.
- **“Orders”** means a request by You to purchase Products from Us.
- **“Price”** means the amount to be paid by You to Us for the Product as quoted to You at the time You place an Order.
- **“Promotions”** refer to contests, sweepstakes or other promotions offered through the Service.
- **“Service”** refers to the Website.
- **“Terms and Conditions”** (also referred as **“Terms”**) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **“Third-party Social Media Service”** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **“Website”** refers to Yoponn’s Website, accessible from <https://yoponn.com/>
- **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **“Intellectual Property Rights”** (also referred as **“IPR”**) means any and all intellectual property rights including trademarks, copyright, moral rights, database rights, know-how and all other intellectual and proprietary information rights as may exist now or hereafter come into existence; all modifications, renewals, rights to apply for, renewals and extension of any of

the foregoing arising under the laws of any country, state or jurisdiction in the world.

- **“Authorised User”** *means any person in Your organisation to whom access to a Product is provided in accordance with the terms of this Agreement*

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

The individual placing the Order is fully authorised to enter into this Agreement on Your behalf; and the Order is being placed on behalf of Your business and the individual placing the Order is not acting as a consumer.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## Content

### Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your

Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

## Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable.

Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.

- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

## Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

## Copyright Policy

### Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email ([team@yoponn.com](mailto:team@yoponn.com)) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

### DMCA Notice and DMCA Procedure for Copyright

#### Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.

- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email ([team@yoponn.com](mailto:team@yoponn.com)). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## Placing Orders for Products

By placing an Order for Products through the Service, You warrant that You are legally capable of entering into binding contracts.

## Your Information

If You wish to place an Order for Products available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.



## Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Products availability
- Errors in the description or prices for Products
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

## Your Refunds and Order Cancellation Rights

By purchasing a Product, you consent to immediate access and acknowledge that your right to cancel is waived once delivery begins.

Due to the nature of our Products, we do not generally offer refunds after purchase. However, refunds may be granted under exceptional circumstances at our sole discretion.

Any request for refunds must be made within 7 days of purchase, supported by a detailed explanation of the issue.

## Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

The Products are provided 'as is' for general information purposes only and do not constitute professional advice, and You should not rely on them as such. The Products may not be suitable for Your purposes.

We do not warrant that use of the Products will ensure Your compliance with any applicable legal or regulatory requirements. All warranties, representations and obligations not set out in this Agreement (whether expressly or as implied by law) are hereby excluded to the maximum extent permitted by law.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

## Product

Payment of the Price entitles you to a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use, download, and store the Product(s). In respect of any elements of the Product that comprise templates, you may, for your internal purposes only, create derivative works. You acknowledge that you are purchasing a licence to use the Product, and that no transfer of ownership is conferred.

You may only use the Product for your internal business purposes unless otherwise agreed in writing with the Company. You must not forward (and must ensure that no Authorised User forwards), by any means, any content provided by the Company to any party other than your Authorised Users.

It is your responsibility to ensure that you can access the Company's website and that you hold and maintain all licences necessary to use any software required to access the Product(s).

You may not, unless expressly permitted in writing:

- sell, sub-license, distribute, display, copy, disassemble, decompile, reverse engineer, translate, transfer, or otherwise make the Product or its content available to any other person;
- use the Product or its content to create derivative works or products that compete with the Company's offerings;
- permit any third party to access, benefit from, or use the Product or its content in any form; or
- share any password, username, or other access credentials that would allow access to the Product or its content.

You must maintain all reasonable security measures to prevent unauthorised access to or use of the Product.

Your rights under this Agreement may be revoked if you fail to comply with any of its terms. Upon receiving notice of revocation, you must, and must ensure that your Authorised Users and any other person to whom you have provided access immediately:

- cease all use of and access to the Product and its content; and
- destroy all copies of the Product, its contents, and any related information or derivative works created or obtained under this Agreement.

You agree to indemnify the Company, including its directors, employees, officers, and licensors, against all liability arising from your or any third party's unauthorised use of any Product or its contents, including any derivative works created by you.

You agree to indemnify and hold harmless the Company, its officers, employees, and licensors from and against any and all claims, liabilities, damages, losses, and expenses (including legal fees) arising from your breach of these Terms, use or misuse of any Product, or violation of any law or the rights of a third party.

## Payments

Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

## Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company or, where applicable, its licensors.

Any IPR subsisting in the Products is and shall remain the exclusive property of the Company or, where applicable, its licensors. You acknowledge that all present and future rights in and title to the Products, including the right to grant access to and use of the same, shall vest in the Company and, where applicable, its licensors

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

The Customer grants a non-exclusive, royalty-free, non-transferable licence during the Licence Term for the Company to display the Customer's logo on the Company's website and marketing materials.

If you believe that your intellectual property rights have been infringed, please contact us with a detailed description of the alleged infringement. We will review and, if appropriate, remove the infringing content in accordance with applicable UK and international intellectual property laws.

## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the total amount you have paid to the Company for the relevant Product.

The company shall not be responsible for any loss, damage or other cost resulting from any decisions that are made in reliance on any Product including, without limitation, compliance and/or risk management decisions, and You acknowledge that any use of any Product or any of its contents are at Your own risk.

The Company shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, internet outages, war, strikes, epidemics, or governmental restrictions.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, loss of goodwill, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications,

systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Country. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

## Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## Data Protection



We process your personal data in accordance with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. Please refer to our Privacy Policy for full details. By placing an Order or using the Service, you consent to such processing and warrant that all data provided by you is accurate.

## For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right

or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. It is your responsibility to review these Terms periodically for any changes.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: <https://yoponn.com/>
- By sending us an email: [team@yoponn.com](mailto:team@yoponn.com)