

TERMS OF USE

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Part I – YPI Websites

Please read carefully the following terms of use ('Terms') for the website whose URL is www.ypigroup.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 Parties' 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 trade marks, 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.

Part II - YPI Selection App Terms and conditions

Interpretation

1. The *YPI Selection* app is published on behalf of YPI by Progressive Customer Publishing Ltd (PCP), of John Carpenter House, John Carpenter Street, London EC4Y 0AN
2. 'Content' means data or information in any format, including without limitation text, images, photographs, graphics, video or sound material whether existing at the time of registration or not, published on the *YPI Selection* app, whether copyright of YPI or of a third party and which is communicated or transmitted to the User in using the *YPI Selection* app.
3. 'User' means any person who accesses or uses the *YPI Selection* app.

Introduction

1. By accessing or using the *YPI Selection* app the User acknowledges and agrees to be bound by these Terms and Conditions.
2. The User shall indemnify YPI against all costs, claims, demands or expenses incurred by or made against YPI as a result of any breach of these Terms and Conditions howsoever arising.

Data protection

1. View YPI's data protection policy – <http://www.ypigroup.com/media/privacypolicy.pdf>

Privacy policy

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1. All rights in "YPI Selection app", and other marks owned by YPI are reserved. The copyright and other Intellectual Property rights in all of the content and material of whatever form contained in the *YPI Selection* app (including but not limited to the organisation, layout, information, photos and graphic images) is owned by us or our licensors.
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Disclaimer of liability

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 3. for the content, accuracy, integrity, lawfulness or otherwise of information on websites over which YPI has no control;
 4. as to the suitability of the information and data on the *YPI Selection* app for any particular purpose;
 5. that the information and data on the *YPI Selection* app is free of infection by computer viruses or other contamination.
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Miscellaneous

1. YPI reserves the right to remove, alter, change or vary the *YPI Selection* app. YPI shall endeavour to provide constant, uninterrupted access to the *YPI Selection* app but does not guarantee to do so and accepts no responsibility or liability for any interruption or delay.
2. Opinions expressed in the *YPI Selection* app are those of the respective authors and not necessarily those of YPI.

Applicable law and jurisdiction

1. The provision of the *YPI Selection* app, by being published on behalf of YPI by Progressive Customer Publishing (PCP), **is governed by the Laws of England and shall be subject to the jurisdiction of the English courts.**

Variation

1. YPI reserves the right to vary or amend these Terms and Conditions at any time without notice. Users should review these Terms and Conditions regularly as Users will be deemed to have accepted a variation in continuing to use the app after it has been posted.

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