

Terms of Service

Last updated: 27th January 2021

INTRODUCTION

Welcome to Yaizy owned and operated by 21Skills, Inc. (“**Company**”, “**we**”, “**our**” or “**us**”)! These Terms of Service (“**Terms**”, “**Terms of Service**”) govern your use of our web pages located at <https://yaizy.io/> (hereinafter the “**Website**”, “**Site**”) owned and operated by Yaizy.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read it here <https://yaizy.io/privacy-policy>.

The Company provides the Services through our website. By accessing the Services through the Website, immediately and from your very first access of the Services, you unconditionally and irrevocably agree to be bound by these Terms of Service, all applicable laws and/or regulations and you agree that you are responsible for this compliance.

Your agreement with us includes these Terms and our Privacy Policy (the “**Agreement**”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree to be bound by these Terms of Service, you shall not access our Website or use our Services. Please read these Terms of Service before you use the Website and the Services.

The Company reserves the right to change these Terms of Service. These changes are effective immediately upon posting. When changes come into effect, the revised Terms of Service shall supersede the previous version of the Terms of Service. You are responsible for regularly reviewing these Terms of Service.

1. ABOUT US

- 1.1. We are Yaizy owned and operated by 21Skills, Inc. company registered in State of Delaware, USA registered office at 251 Little Falls Drive, city of Wilmington, country of New Castle, Delaware 19808.
- 1.2. <https://yaizy.io/> is online education platform through which we offer Classes (“**Class(es)**”) for sale to Parents, and Parents may purchase such Classes for benefit of their children (“**User**”).
- 1.3. Our Service designed for Parents to find and book Classes for the benefit of their child or children.
- 1.4. We teach children 21st Century skills that will be useful to them in their future careers and life.

2. DEFINITIONS

- 2.1. “**Services**”- means the <https://yaizy.io/> website owned and operated by 21Skills Inc, through which we offer Classes for sale to Parents, and Parents may purchase such Classes for benefit of their children.
- 2.2. “**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.
- 2.3. “**User**” “you” or “your” means a person but not limited to Child, Parent, Guardian, organization or entity accessing or using the Service.
- 2.4. “**Parent(s)**” means a parent or legal guardian who completes Yaizy’s account registration process to purchase Classes on the Site for the purpose of enrolling their child.

- 2.5. **“Child”** is any child for whom you are nominated as an authorized adult on the Registration Form regarding your dealings with us, and we, therefore, deem to be in your care.
- 2.6. **“Teacher(s)”** means a person who teaches classes and/or courses developed by Yaizy or partner’s courses obtained accreditation by Yaizy.
- 2.7. **“Class(es)”** means any online class(es) submitted by Yaizy for sale on the Site.
- 2.8. **“Session”** refers to a Class held at a specific time on a particular date for a specific duration.
- 2.9. **“Booked Session”** is a Session that we have agreed, verbally or in writing that your child may attend.
- 2.10. **“Missed Session”** is a Booked Session, no part of which has been attended by your child.
- 2.11. **“Untaken Session”** is a Booked Session which has not yet been attended and which is not due to occur within the next three working days.
- 2.12. **“Masterclass”** is a Subscription we agree to provide at reduced price to you for a limited period of time.
- 2.13. **“Introductory Pack”** is a collection of documents including these Terms of Service, Information booklet and other materials designed to inform you about us and our services.
- 2.14. **“Sibling”** is a younger brother, sister, half-brother, half-sister, step-brother or step-sister of a particular child.
- 2.15. **“Switching”** is the process by which we permanently change any Untaken Sessions from one Class to another Class.
- 2.16. **“Account”** is a notional account you have with Yaizy reflecting purchases you have made from us, payments we have received from you or made on your behalf and credits applied by us or transferred to you. If Your Account is in credit, you can use the amount of this credit against any purchases of Yaizy services for your child, their Siblings or an unrelated child.
- 2.17. **“Contract”** means an agreement between 21Skills, Inc and interested party who wishes to purchase a course from <https://yaizy.io/>.

3. GENERAL UNDERTAKING

- 3.1. When you use our Service you accept that you will not:
 - 3.1.1. breach any applicable laws or regulations that apply;
 - 3.1.2. breach any of the Terms;
 - 3.1.3. post or take any threatening, abusive, defamatory, obscene, inappropriate action or post any indecent material, or material or action that is invasive of another’s privacy (including but not limited to other User and our employees);
 - 3.1.4. share or otherwise upload or communicate any misleading or false information or messages of any kind;
 - 3.1.5. use our Service to intentionally deceive other Users;
 - 3.1.6. use our Service to stalk or otherwise harass another User;
 - 3.1.7. use our Service if we have suspended or banned you from using it;
 - 3.1.8. infringe the Intellectual Property Rights of any third-party;
 - 3.1.9. distribute any viruses or any other technologies that may harm our Service or its Users;
 - 3.1.10. interfere with the property working of our Service;

- 3.1.11. copy modify, or distribute any other person's Content without their consent;
- 3.1.12. use any robot, spider, scraper or other automated means to access our Service and/or collect Content or data for any purpose;
- 3.1.13. collect information about other Users, including email addresses, postal addresses, phone numbers, credit card or banking information or similar information without their explicit consent;
- 3.1.14. copy, modify or distribute rights or Content or collect data from our Service, applications or tools or otherwise infringe Yaizy or Yaizy's Intellectual Property Rights;
- 3.1.15. bypass, disable or attempt to disable any security measures used in connection with our Service;
- 3.1.16. collect any data (including personal data) from our Service other than in accordance with these Terms and applicable laws;
- 3.1.17. sell any counterfeit Items or otherwise infringe the copyright, trademark or other rights of third parties;
- 3.1.18. write and post reviews that are anything other than true and accurate to the best of your knowledge; or
- 3.1.19. impersonate any person or misrepresent your affiliation with a person or entity.

4. USE OF THE SERVICE

- 4.1. Use of our Service is intended solely for Users.
- 4.2. We are under no obligation to accept any individual as a User, and may accept or reject any membership at our sole and complete discretion. In addition, we may deactivate any account at any time, including, without limitation, if it is determined that User has violated these Terms.
- 4.3. You are permitted to register only one (1) account on our platform.

5. ACCESS AND USE

- 5.1. You must only use the Site in accordance with these Terms and any applicable law.
- 5.2. You must not (or attempt to):
 - 5.2.1. Interfere with or disrupt the Site or the server or networks that host the Site;
 - 5.2.2. Use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
 - 5.2.3. Interfere with security-related or other features of the Site.
- 5.3. We do not warrant that the Site will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Site.
- 5.4. You must not link to our Site or any part of our Site in a way that damages or takes advantage of our reputation, including but not limited to:
 - 5.4.1. In a way to suggest or imply that you have any kind of association and affiliation with us, or approval and endorsement from us when there is none; or
 - 5.4.2. In a way that is illegal or unfair.

6. COMMUNICATIONS

- 6.1. By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at.

7. ACCOUNTS

- 7.1. When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times.
- 7.2. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

- 7.3. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account.
- 7.4. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service.
- 7.5. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- 7.6. 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.
- 7.7. You may not use as a username any name that is offensive, vulgar or obscene.
- 7.8. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

8. PURCHASES

- 8.1. If you wish to purchase any product or service made available through Service (“**Purchase**”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.
- 8.2. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.
- 8.3. We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.
- 8.4. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.
- 8.5. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

9. CONTESTS, SWEEPSTAKES AND PROMOTIONS

- 9.1. Any contests, sweepstakes or other promotions (collectively, “**Promotions**”) made available through Service may be governed by rules that are separate from these Terms of Service.
- 9.2. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy.
- 9.3. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

10. SUBSCRIPTIONS

- 10.1. Some parts of Service are billed on a subscription basis (“**Subscription(s)**”).
- 10.2. User can pay for the course either as monthly subscription or pay as one-time installment.
- 10.3. You will be billed in advance on a recurring and periodic basis (“**Billing Cycle**”).
- 10.4. Billing cycles are set on a monthly basis.
- 10.5. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Yaizy cancels it.
- 10.6. You may cancel your Subscription renewal either through your online account management page or by contacting Yaizy customer support team.
- 10.7. A valid payment method, including credit card, PayPal, Stripe, Apple Pay and Google Pay is required to process the payment for your Purchase.
- 10.8. You shall provide Yaizy with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

- 10.9. By submitting such payment information, you automatically authorize Yaizy to charge all Subscription fees incurred through your account to any such payment instruments.
- 10.10. Should automatic billing fail to occur for any reason, Yaizy will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

11. MASTERCLASS, CLASSES

- 11.1. Yaizy, may at its sole discretion, offer a trial Subscription at reduced price for a limited period of time (“Masterclass”).
- 11.2. You may be required to enter your billing information in order to sign up for Masterclass.
- 11.3. At any time and without notice, Yaizy reserves the right to (i) modify Terms of Service of Masterclass offer, or (ii) cancel such Masterclass offer.
- 11.4. We will offer your child Masterclass (a trial Session) of their choice. Subject to:
- 11.4.1. There is availability in the Class;
 - 11.4.2. You must book the Masterclass via our website;
 - 11.4.3. You must check and sign up the Registration Form before the Masterclass, ensuring that it is accurately and fully completed;
 - 11.4.4. Masterclass will be provided at reduced price as a fraction of the price of one (1) Session.
- 11.5. Once your child has attended a Masterclass in whole or in part, additional Masterclass can only be arranged at our discretion.
- 11.6. Discounts:**
- 11.6.1. Limited discounts are available in certain circumstances.
 - 11.6.2. All discounts must be claimed at the time of booking.
 - 11.6.3. No retrospective discounts or refunds will be offered.
- 11.7. Renewal:**
- 11.7.1. We will send you a Feedback Form on or after your child’s eighth Session. This will provide feedback on your child. It will also act as a notice to you to book a further ten consecutive Sessions.
- 11.8. If you have signed a Subscription Contract with us:
- 11.8.1. We will write to you to confirm that this has been set up, confirming the details you gave us. You will need to check these and let us know immediately if these are incorrect.
 - 11.8.2. Approximately 3 weeks before your child’s final Session, we will write to you stating that your child has been automatically renewed for another term at the current rate, minus any valid discounts. The letter will state when this amount will be collected from your account. It will usually be within the last weeks of the term.
 - 11.8.3. You shall have 14 days from the date of the letter notifying you of the automatic renewal to cancel these Sessions should you wish to do so. Otherwise, the usual cancellation terms will apply.
- 11.9. Switching:**
- 11.9.1. If you would like your child to Switch to a Class at a different time to their current Class, you must notify us at least three days before your child’s intended first Switched Session. Subject to availability and teachers approval in the requested Class, we will arrange for the remainder of your child’s Untaken Sessions to be taken at the alternative Class at no cost to you.
 - 11.9.2. The Company reserves a right to switch a student to another Class due to technical reasons. The User will be notified about the Switch. We will arrange for the remainder of your child’s Untaken Sessions to be taken at the alternative Class at no cost to you.
- 11.10. **Changes and Cancellations.** You may cancel your child’s Untaken Sessions at any time and for any reason.
- 11.11. If you wish to cancel any Untaken Sessions:

- 11.11.1.If you inform us five or more working days before the term start, we will provide you a full refund.
- 11.11.2.If you inform us less than five working days before the start or during the course, we will deduct the pro-rata cost of the attended Session(s) from any amount you have paid and charge you for the 2 following weeks from the notification date (the User can attend classes during these 2 weeks). We will provide the refund for the remaining amount.
- 11.12. You must notify the Yaizy Office about the cancellation.
- 11.13. **Missed sessions.** If you miss a Session, your child will still be able to complete the missed Session via the online learning platform. If he or she requires some additional help from a teacher, at our discretion, we may arrange an individual tutoring time, subject to availability.
- 11.14. **Content.** We reserve the right to alter, vary, omit or substitute any part or parts of any content provided by us described in any promotional or other materials published by us or on our behalf.
- 11.15. In the event of any change in any content as described above, we will have no liability to refund any part of any fee.

12. FEE CHANGES

- 12.1.Yaizy, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.
- 12.2.Yaizy will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.
- 12.3.Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

13. REFUNDS

- 13.1.We issue refunds for Contracts within fourteen (14) days of the original purchases of the Course.
- 13.2.We will make an administrative charge of 3% to cover unreasonably disputed credit card payments.
- 13.3. In circumstances where a payment is returned:
 - 13.3.1. We reserve the right to exclude your child without refund or right to individual tutoring Sessions in relation to Missed Sessions until the amount of the returned payment is repaid in full; and
 - 13.3.2. We reserve the right to claim the amount of the returned payment plus interest;
 - 13.3.3. Refunds are issued in the form in which the original payment was made;
 - 13.3.4. We will process any refund within 28 days of notifying you that we are issuing you the refund;
 - 13.3.5. No credits or refunds will be issued retrospectively.

14. CONTENT

- 14.1.Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“**Content**”).
- 14.2.You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.
- 14.3.By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.
- 14.4.We reserve the right to terminate the account of anyone found to be infringing on a copyright.
- 14.5.You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights.
- 14.6.We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to

- use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service.
- 14.7. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.
- 14.8. The Company has the right but not the obligation to monitor and edit all Content provided by users.
- 14.9. In addition, Content found on or through this Service are the property of the Company or used with permission.
- 14.10. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

15. PROHIBITED USES

- 15.1. You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:
- 15.1.1. In any way that violates any applicable national or international law or regulation.
 - 15.1.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
 - 15.1.3. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
 - 15.1.4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
 - 15.1.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
 - 15.1.6. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.
- 15.2. Additionally, you agree not to:
- 15.2.1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party’s use of Service, including their ability to engage in real time activities through Service.
 - 15.2.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
 - 15.2.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
 - 15.2.4. Use any device, software, or routine that interferes with the proper working of Service.
 - 15.2.5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
 - 15.2.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
 - 15.2.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
 - 15.2.8. Take any action that may damage or falsify Company rating.
 - 15.2.9. Otherwise attempt to interfere with the proper working of Service.

16. INTELLECTUAL PROPERTY

- 16.1. Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of the Company and its licensors.
- 16.2. Service is protected by copyright, trademark and other laws of State of Delaware.
- 16.3. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

- 16.4. All content, trademarks, data, information or information contained in any materials, or documents used in relation to the Company and the Services, including but not limited to any and all copyrighted works, software, databases, text, graphics, icons, designs, logos, graphics, hyperlinks, domain names, information and agreements (“**Content**”), are the exclusive property of or are licensed to Company. You may not reproduce, distribute or copy the Content by any means, whether electronically or not, without Company’s prior written permission.
- 16.5. Any and all intellectual property rights in the Content, Services and the Company or otherwise developed by or on behalf of Company, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights existing in the Content, Services and the Company or otherwise developed by or on behalf of Company, now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term (“**Intellectual Property**”), vests in Company, its licensors or suppliers, as the case may be, and all rights not expressly granted by Company to you are reserved by Company.
- 16.6. Save as expressly set out herein and in the Contracts, you shall not acquire any right, title or interest in Company’s Intellectual Property. You may not use the Company’s Intellectual Property in a manner which may (i) place Company’s Intellectual Property at risk of losing value, and (ii) cause reputational damage to the Company.

17. COPYRIGHT POLICY

- 17.1. We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“**Infringement**”) of any person or entity.
- 17.2. 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, please submit your claim via email to hello@yaizy.io, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”.
- 17.3. You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

18. DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

- 18.1. 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):
 - 18.1.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
 - 18.1.2. 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;
 - 18.1.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located;
 - 18.1.4. your address, telephone number, and email address;
 - 18.1.5. 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;

18.1.6. 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.

18.2. You can contact our Copyright Agent via email at hello@yaizy.io.

19. ERROR REPORTING AND FEEDBACK

19.1. You may provide us directly at hello@yaizy.io with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“**Feedback**”).

19.2. You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback.

19.3. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

20. USE OF PERSONAL INFORMATION

20.1. We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.

20.2. From time to time, photographs, film, video or audio recordings and testimonials may be made during Yaizy sessions for publicity, promotional or broadcast purposes. These images, testimonials, photos, videos, and audio may be shared and used by corporate partners, the media, or other organizations who work with Yaizy. I understand and agree that Yaizy, its owners, agents, partners, facility providers, and employees will not be held liable for damages and injuries associated with said publishing, including any and all claims based on negligence. I agree that all images, testimonials, photos, video, and audio taken at or in connection with Yaizy are the sole and exclusive property of Yaizy. Please inform us before any such event if you do not wish you or your child to appear or be identified in any such material.

20.3. Full details of our use of your data and can be found in our privacy policy.

21. LINKS TO OTHER WEB SITES

21.1. Our Service may contain links to third party web sites or services that are not owned or controlled by Yaizy.

21.2. The Yaizy has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

21.3. YOU 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 USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

21.4. WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

22. DISCLAIMER OF WARRANTY

22.1. THESE SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

- 22.2. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 22.3. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.
- 22.4. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

23. LIMITATION OF LIABILITY

- 23.1. EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

24. TERMINATION

- 24.1. We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.
- 24.2. If you wish to terminate your account, you may simply discontinue using Service.
- 24.3. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

25. GOVERNING LAW

- 25.1. These Terms shall be governed and construed in accordance with the laws of State of Delaware without regard to its conflict of law provisions.
- 25.2. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.
- 25.3. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.
- 25.4. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.
- 25.5. Each party irrevocably agrees that the courts of State of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 25.6. Notwithstanding the specified agreement on jurisdiction, you and the Company shall, if any dispute arises, attempt to settle it by mutual negotiations.
- 25.7. You agree to first try to resolve the dispute informally by contacting the Company.

26. CHANGES TO SERVICE

- 26.1. We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice.
- 26.2. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period.
- 26.3. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

27. AMENDMENTS TO TERMS

- 27.1. We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.
- 27.2. We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect.
- 27.3. What constitutes a material change will be determined at Our sole discretion.
- 27.4. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes.
- 27.5. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.
- 27.6. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms.
- 27.7. If you do not agree to the new terms, you are no longer authorized to use Service.

28. INDEMNITY

- 28.1. You agree to indemnify, defend and hold harmless us and our related entities, affiliates, and our and their respective officers, agents, and employees, harmless from and against any and all claims demands (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of these terms or your breach of any law or the right of third party.

29. WAIVER AND SEVERABILITY

- 29.1. No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

29.2.If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

30. ACKNOWLEDGEMENT

30.1.BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

31. NOTICE FOR CALIFORNIA USERS

31.1.Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in email us at hello@yaizy.io.

32. CONTACT US

32.1.For more information about our Term and Conditions, if you have questions, or if you would like to make a complaint, please send your feedback, comments, requests for technical support:

32.1.1. by Email: hello@yaizy.io;

32.1.2. By Phone: +1 347-7GO-CODE (+1 347-746-2633).