

Dimply App Privacy Notice

Yatta Limited, (collectively “We” or “Our” or “Company”) of 5 Cliff Road, Tramore, Co Waterford, company registration number 678661. We are referring to Yatta and we confirm we are committed to protecting and respecting your privacy. This privacy notice (together with the End User Licence Agreement) sets out the basis on which any personal data we collect from you, or that you provide to us, when you use the Yatta Application (App). Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purposes of the GDPR Yatta is the data controller.

*Any capitalised terms will take the meaning of those under your agreement for Services or the General Data Protection Regulation (“GDPR”).

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What personal data do we collect?

Yatta collects and processes the following personal data:

| Categories of Personal Data | Types of Personal Data |
|-----------------------------|------------------------|
|-----------------------------|------------------------|

| | |
|-------------------------|--|
| Customer information | <p>Contact details Date of birth Salary</p> <p>*We do not share this data</p> |
| Log in data | <p>Log in data to enable you securely to set up and log into your account</p> <p>*We do not share this data</p> |
| Transaction information | <p>Some of the App features, such as the “Analysis” feature, help users gain a better overview of their overall financial situation and to optimise their expenses. Users can, for instance, enter and monitor individual saving targets</p> <p>*We do not share this data</p> |
| Mood log data | <p>If you choose to use this feature, the App can identify up to 16 emotional states at a point in time giving users the ability to have a snapshot of their overall emotional state.</p> <p>*We do not share this data</p> |
| Video log data | <p>By partaking in certain video questionnaires, you may share your personal info (first name, relationship) and that of your partner and dependants regarding income, partners income, assets & liabilities, expenses, existing insurances, financial goals, risk preference, and behavioural profile</p> <p>*We do not share this data</p> |

| | |
|---------------------------------------|---|
| Device data | <p>When you download and use the App, we collect the make and model of your phone, the operating system used by your phone and details of your network operator.</p> <p>We may link a unique identifier to your mobile phone number</p> <p>*We do not share this data</p> |
| Supplier and Service Provider details | <p>Contact information, bank details, VAT details and tax clearance information</p> <p>*We do not share this data unless required under a legal obligation</p> |
| App user statistics | <p>Location, time, date and details of your visit to the App (as anonymous statistics)</p> <p>*We do not share this data</p> |
| Marketing information | <p>If you have expressed an interest in our Services or requested updates, we will contact you with relevant information until such time as you opt -out of communications</p> <p>*We only share this data with relevant Service Providers as outlined below</p> |

How do we collect and use your personal data?

Whenever you give us your personal data, we will use it in accordance with applicable privacy laws and for the purposes set out in this privacy notice. You provide us with most of the data we collect directly when you set up your account, use our Services and the App. You also provide information when you link additional accounts using our API. If you have opted in for marketing email you with other products and services, we think you might like.

When you use the App, we will ask for your consent to collect personal data from you in order to send you brief messages, "push notifications" about products and services that we believe may be of interest to you. With your consent, we will also collect data regarding your use of the App and your IP address, in order to improve our service to you. You can disable push notification at any time by updating the App settings in your mobile device.

Legal basis for processing personal data in the (EEA and UK persons only)

Your contract - If you are located in the EEA or UK, our legal basis for collecting and using your personal data will depend on the personal data concerned and the specific context in which we collect it.

Legal obligation - If you have an account, we may need your personal data to perform a contract with you. In some limited cases, we may also have a legal obligation to collect personal data from you. This mainly applied to Suppliers. If we ask you to provide personal data to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal data is mandatory or not, as well as of the possible consequences if you do not provide your personal data.

Legitimate interests - We may also collect and use personal data from you where the processing is in our legitimate interests and not overridden by your data-protection interests or fundamental rights and freedoms. Our legitimate interests typically include improving, maintaining, providing, and enhancing our technology, products, and services, ensuring the security of the Service and App and supporting our marketing activities.

Consent - We will sometimes use your personal data based upon your consent. We will always tell you where this is the case and ask you to agree before we process your information. This may be where you log in or opt in for marketing activities.

By using our App, you consent to our use of cookies and third-party services, that collect your usage data under a unique identifier, for the purposes of tracking, analysis, and improvement of our App, as well as advertising purposes such as retargeting. You may withdraw your consent to non-essential tracking and analysis at any time.

Your consent for processing health and sensitive data

When you create an account, your personal data—including sensitive data and data related to your mood or health may be stored on your device and is also stored and processed on the App servers. By creating an account with Yatta you explicitly consent that:

- Ø Yatta may store and process personal data you provide through creating an account and using the App for the purpose of providing App services to you and of improving the App service features. Such App services may include sending you information and reminders through the App, e.g. via push notification or to the email address you provided to Yatta.
- Ø The personal data you provide to Yatta through the account creation process for the purpose of providing our service includes personal data you enter into the App, such as your account data (e.g. your username and email address), and your mood data depending on the data you provide, it may also contain information about your general health.
- Ø Yatta may use your mood data to create de-identified sets of data for academic and clinical research purposes, we may transfer this de-identified data to our collaborators to further research. Yatta's collaborators are individually selected through an internal vetting process. This de-identified research data does not contain any information that would allow the research partner to identify you as an individual.

How do we store your data?

Yatta operates and uses appropriate technical and physical security measures to protect your personal data. We have taken appropriate security measures to protect your personal

data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

Access is only granted on a need-to-know basis on a least privilege basis to staff members whose roles require them to process your personal data and, in certain circumstances, to third party service providers. In addition, our service providers are selected carefully to ensure they have an appropriate level of technical, organisational and security measures in place.

We have established security controls that are in place to prevent, detect and respond to vulnerabilities and data breaches. We work hard to protect you and your information from unauthorised access, alteration, disclosure, or destruction and have several layers of security measures in place, including:

- Locks and security systems;
- Computer passwords and limited access to shared network drives to authorised staff;
- Virus checking;
- Timely patching applied against known vulnerabilities;
- Systems protected from malicious and mobile code;
- Boundary protection in place on all systems with a connection to an untrusted network;
 - Network security boundaries defined and enforced to group users, services and information that require different levels of protection
- Software and hardware locked down to restrict unnecessary services;
- Auditing procedures and data integrity checks; and
- Security classification to identify data needing special protection.

Who do we share your personal data with?

We only share your information where it is necessary. We do not sell your data and will not share your information with any third parties for the purposes of direct marketing. Sharing can occur in the following circumstances and with the following organisations:

- We may engage third-party services providers to work with us to administer and provide our Services. These third-party services providers have access to your personal data only for the purpose of performing services on our behalf. Where they process personal data, they are known as data processors under the GDPR. We have contracts in place with our data processors. This means that they cannot do anything with your personal information unless we have instructed them to do it.

They will not share your personal information with any organisation apart from us unless instructed to do so. They will hold it securely and retain it for the period we instruct. The information we collect is covered by this privacy notice, and the information any third-party site or platform collects is subject to the third-party site or platform's privacy practices. Privacy choices you make on third-party site or platform will not apply to our use of the information we have collected directly through our applications.

We use the following service providers:

Google Cloud Platform to store data
<https://cloud.google.com/terms/cloud-privacy-notice>

Plaid to enable users connect their bank accounts to the

App <https://plaid.com/overview-privacy/>

Apple Inc for notifications <https://www.apple.com/legal/privacy/en-ww/>

Mailchimp for communicating with you <https://mailchimp.com/legal/privacy/>

Mixpanel for analytics <https://mixpanel.com/legal/privacy-policy/>

- App Analytics: When you visit the App, we use a third-party service, Mixpanel, to collect standard statistical information and details of visitor behaviour patterns. We do this to find out such things as the number of visitors to the various parts of the app. This information is anonymised and only processed in a way that does not directly identify anyone.
- Business contact information relating to stakeholders may be shared with a relevant third party if it is reasonably expected that such information will only be used by the third party to contact you for legitimate business purposes related to your job responsibilities.
- Where required, we share your personal information with Garda Síochána and law enforcement agencies in order to assist with the detection, investigation prevention and prosecution of crime.
- We may disclose your information to a third party as part of a merger or transfer, or in the event of a bankruptcy. If we are involved in a merger, acquisition, or sale of assets, we will continue to take measures to protect the confidentiality of personal information and give affected users notice before transferring any personal information to a new entity.

In the event of a merger, acquisition or asset sale of all or a portion of our assets, you will be notified via email and/or a prominent notice on our website, of any changes in ownership, uses of your personal information, and choices you may have regarding your personal information.

If there is a sale or merger, this Privacy notice will no longer apply. The new company's privacy practices will apply to your personal data.

How long do we retain your personal data?

We will retain your personal data for as long as necessary to fulfil the purposes for which it was collected and processed in compliance with this privacy notice. To determine the retention period for personal data, we will take into consideration the purposes for which they were collected, as well as the nature and sensitivity of the information and the applicable legal requirements. We conduct periodic reviews of the data we retain and will safely delete data to the extent it is no longer required to be retained by us.

Additionally, we may process personal data for a specific purpose where we have obtained your consent.

Marketing

We would like to send you information about products and services of ours that we think you might like, as well as those of our partner companies. You have the right to have us remove you from our marketing distribution lists at any time. If you currently receive marketing information from us that you would prefer not to receive in the future, please unsubscribe or email us at: privacy@yatta.ai.

Automated Individual Decision-Making, Including Profiling

Your personal data is not subject to any decisional process based solely on automated processing, which have a legal or similarly significant effect on you.

In order to provide the service, the App uses profiling. Profiling analyses aspects of an individual's personality, behaviour, interests and habits to make predictions or decisions about them. Any profiling will not have a legal or similarly significant effect on you

What are your data protection rights?

We would like to make sure you are fully aware of all of your data protection rights. Every person we collect personal data or is entitled to the following:

Access: you may contact us at any time to request access to your personal data, and we will confirm to you whether we are processing your personal data and for what purposes, as well as provide details of the categories of personal data concerned, the specific pieces of data concerned, the recipients of the personal data, the retention periods (where possible) and your rights.

Rectification: if any of your personal data that we hold appears to be inaccurate or incomplete, you may ask us to correct or complete it at any time.

Erasure: you may ask us to have your personal data erased if it is no longer necessary for us to keep it in connection with the purposes for which it was collected or if the processing/storing of such personal data is otherwise unlawful. However, we must keep track of certain information in order to comply with legal obligations, and/or to handle any claims or litigation.

Restriction: you may ask us to limit the way in which we process your personal data (i.e., require us to continue to store your personal data but not to process it without your consent), for example where you think the personal data, we hold is inaccurate, for a period enabling us to verify the accuracy of personal data, or where you have objected to our processing.

Objection: you may object to our processing of your personal data on grounds relating to your specific situation, where we are processing your personal data to pursue our legitimate interests.

Portability: you may ask us to send you your personal data in an electronic, structured, commonly-used and machine-readable format and have your personal data transmitted directly from us to another data controller, where technically feasible without hindrance where the processing is carried out by automated means and is based on your consent or is necessary for the performance of a contract to which you are party.

Withdrawal of your consent: you may withdraw your consent at any time, where the processing is based on your consent. Withdrawal of consent does not affect the lawfulness of processing based on consent before it was withdrawn. You also have the right to contact us at any time if you wish to complain about our processing of your personal data and you may lodge a complaint at any time with a supervisory authority.

No Discrimination: you have the right not to receive discriminatory treatment by us for the exercise of your privacy rights.

Email us at privacy@yatta.ai

Changes to our privacy notice

Yatta keeps its privacy notice under regular review and places any updates on the App. This privacy notice was updated on 04 November 2021.

Contact us

The primary point of contact for all issues arising from this privacy notice, including requests to exercise data subject rights, is our Privacy Officer. You can get in touch by emailing us at privacy@yatta.ai.

Once we receive a request from you, we will respond within at most 1 month, but usually a lot quicker. Before actioning these requests, we will need to positively identify you.

Data Protection Commission (DPC)

If you're not happy with our reply to any complaint or you think our processing of your data doesn't comply with data protection law, you can make a complaint to the Data Protection Commissioner's Office (DPC). Just use these details:

E-mail: info@dataprotection.ie

Address: Data Protection Commission, 21 Fitzwilliam Square Dublin 2, D02 RD28 OR

Canal House, Station Road, Portarlington, Co. Laois, R32 AP23

Telephone number: +353 (0)761 104 800 or Lo Call Number 1890 252 231

<https://www.dataprotection.ie/docs/Contact-us/b/11.html>

Cookies

Please see our separate cookie policy for all information relating to our cookie practices.

29 Oct 2021

PLEASE READ THESE END USER LICENCE TERMS (“EULA”) CAREFULLY

By clicking on the “accept” button below or by using the Yatta Application (App) to receive any services (the Services) you acknowledge that you have read, understood, and agree to and will be bound by the terms and conditions of this EULA. This EULA forms a binding legal agreement between you as the user (and any other entity on whose behalf you accept these terms) (collectively “**You**” or “**Your**”) and Yatta Limited (collectively “**We**” or “**Our**” or “**Company**”) as of the date you download the App. If you do not agree to the terms of this EULA do not use/buy the App or click on the “reject” button.

Yatta is registered under company number 678661 and has its registered office at 5 Cliff Road, Tramore, Co. Waterford, Ireland.

1. Licence

Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install, and use the App and any related services for Your personal and internal business purposes strictly in accordance with this EULA. You must be 18 or over to accept these terms and use/buy the App.

2. Changes

2.1 Company reserves the right to modify this EULA at any time and for any reason. Company will post the most current version of this EULA at www.yatta.ai. If Company makes material changes to this EULA, You will receive notification via the App. Notwithstanding the foregoing, You are responsible for complying with the updated terms posted online even if these updated terms appear online at Company’s website before being posted on the App. Your continued use of the App after Company publishes notice of changes to this EULA indicates Your consent to the updated terms.

2.2 Company may deploy changes, updates, or enhancements to the App at any time. From time to time we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

2.3 Company may suspend or terminate Your rights in and to the App in Company's sole discretion including, without limitation, if a newer version of the App is available, to improve the App or any functionality thereof; to improve ease of use for You or Company; to correct an error or bug; to prevent or discontinue harmful or improper access to the App; to prevent or discontinue unauthorized use of the App; to comply with a platform provider or government request; or to comply with a statute or judicial order.

3. Maintenance and Support

3.1 Company may provide maintenance and support for the App, but has no obligation whatsoever to furnish such services to You and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS App) nor Google (for Android App) has an obligation to furnish any maintenance or support services in connection with the App.

3.2 If you want to learn more about the App or related services or have any problems using them please take a look at our support resources at www.yatta.ai. If you think the App is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@yatta.ai.

4. Operating Requirements and Mobile Platform

4.1 The App shall only be used on a permitted mobile platform ("**Mobile Platform**"). The approved Mobile Platforms are Apple Inc.'s iOS and Google Inc.'s Android. You should note that Your use of the App and any related documentation may also be controlled by the relevant Mobile Platforms' rules and policies and your use of the App shall comply therewith.

5. Licence Restrictions and Acceptable Use

5.1 You agree that you will:

- 5.1.1 except in the course of permitted sharing, not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- 5.1.2 not copy the App and related documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- 5.1.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- 5.1.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("Permitted Objective"), and provided that the information obtained by you during such activities:
- 5.1.5 ensure it is not used to create any software that is substantially similar in its expression to the App;
- 5.1.6 is used only for the Permitted Objective; and
- 5.1.7 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

5.2 You must not:

- 5.2.1 use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- 5.2.2 infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- 5.2.3 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- 5.2.4 use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

5.2.5 collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

6. Your Privacy

6.1 In order to operate and provide the App, Company may collect certain information about You, including technical data related to your use of the App. We use third party service providers to help us collect and analyze this data, including Mixpanel. We only use any personal data we collect through your use of the App in the ways set out in our privacy policy

6.2 By downloading the App, You authorize Company to send You (including via email and push notifications) information regarding the App, such as: (a) notices about Your use of the App, including notices of violations of use; (b) updates to the App and new features or products; and (c) promotional information and materials regarding Company's products and services. You can review Your account notification settings and adjust Your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the "Push Notifications" section of the App settings.

6.3 Certain Services will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may stop us collecting such data at any time by turning off the location services settings on the App.

7. Intellectual Property Rights

You acknowledge that Company and its licensors own all right, title and interest in and to the App without limitation, all Intellectual Property Rights. "Intellectual Property Rights" means (i) all patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by foreign or domestic law, by statute or at common law or otherwise, including all copyright registrations and applications therefor, together with any renewal or extension thereof and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectable under any laws or international conventions throughout the world. All rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App and any related documentation or services other than the right to use them in accordance with these terms. You agree to not remove, obscure, or alter any copyright, trademark, or other proprietary rights notice affixed to, contained within, or accessed in conjunction with or through the App.

8. Warranty and Disclaimer

8.1 The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

8.2 YOUR USE OF THE APP IS AT YOUR SOLE RISK. THE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 The App is only available for supported devices and might not work on every device. Determining whether Your device is a supported or compatible device for use of the App is solely Your responsibility, and downloading the App is done at Your own risk. Company does not represent or warrant that the App and Your device are compatible or that the App will work on Your device.

8.4 iOS Application. In the event of Company's failure to conform to any applicable warranty, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE APP, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

8.5 Android Application. GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.6 If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

8.7 The App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

9. Liability

9.1 IF USER IS AN INDIVIDUAL ACTING OR DEALING AS A CONSUMER OR WHEN DICTATED BY APPLICABLE LAWS, USER MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY SHALL NOT BE LIABLE TO ANY USER OR ANY THIRD PARTY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, FOR ANY DIRECT OR INDIRECT LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE APP OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGES OCCURRING.

9.3 TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL THE LIABILITY OF COMPANY FOR ANY DAMAGES (DIRECT OR OTHERWISE),

PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, ONE THOUSAND EUROS (EUR€1,000), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY EACH USER. USER ACKNOWLEDGES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE MOBILE PLATFORM PROVIDER (E.G., APPLE, GOOGLE) WILL NOT BE LIABLE TO USER FOR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE APP. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL BE APPLICABLE ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

10. Term and Termination

10.1 This Agreement shall become effective upon Your acceptance hereof by click-through below and shall remain in full force and effect thereafter until terminated as provided herein.

10.2 You may terminate this Agreement for convenience at any time by deleting the App from all mobile devices that You own or control.

10.3 Company reserves the right to suspend or terminate Your access to the App at any time if you breach the terms of this EULA or in the event of your death or incapacity. You understand that if Your account is suspended or terminated, You may no longer have access to the content that is stored within the Service. If we end your rights to use the App and Services You must stop all activities authorised by these terms, including your use of the App and any Services, You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this, and we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

10.4 We may cancel this EULA with you for any reason by giving you at least 2 months' written notice.

11. General

11.1 Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

11.2 We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will have no liability to you.

11.3 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

11.4 This EULA is executed between You and Company and not between you and any other party, including Apple for iOS users and Google for Android users. You agree that any claims

brought by You arising out of this EULA or Your use of the App will not be made against Apple or Google, as applicable. Notwithstanding the foregoing, upon Your acceptance of this EULA, allows Apple or Google, as applicable, to enforce this EULA against You as a third party beneficiary thereof. Company is not responsible for any applicable third-party agreement between You and any third-party, including your wireless provider.

11.5 User agrees to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or transshipment of the App.

11.6 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If, for any reason, a tribunal or court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect to the maximum extent permitted by applicable law.

11.7 Even if we delay in enforcing this contract, we can still enforce it later. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

11.8 This Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.

11.9 To the fullest extent permitted by applicable laws, this Agreement shall be governed by and construed in accordance with the laws of Ireland and any controversy or dispute arising out of or relating to this EULA and the transactions contemplated hereby, or breach thereof shall be subject to the non-exclusive jurisdiction of the courts of Ireland. This Agreement is in English and all communications with you will be in English.

Yatta Cookie Policy

Last updated: November 05, 2021

Yatta Limited, 5 Cliff Road, Tramore, Co Waterford, company registration number 678661. We confirm we are committed to protecting and respecting your privacy. This Cookies Policy explains what Cookies are and how We use them. You should read this policy so You can understand what type of cookies We use, or the information We collect using Cookies and how that information is used.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about You may be linked to the information stored in and obtained from Cookies. For further information on how We use, store and keep your personal data secure, see our Privacy Notice.

We do not store sensitive personal information, such as mailing addresses, account passwords, etc. in the Cookies We use.

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 this Cookies Policy:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Cookies Policy) refers to Yatta Limited, 5 Cliff Road, Tramore, Co Waterford.
- **Cookies** means small files that are placed on Your computer, mobile device or any other device by a website, containing details of your browsing history on that website among its many uses.
- **Website** refers to <https://www.dimply.io/>, accessible from <https://www.dimply.io/>
- **You** means the individual accessing or using the Website, or a company, or any legal entity on behalf of which such individual is accessing or using the Website, as applicable.

The use of the Cookies

Type of Cookies We Use

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

- **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

- **Tracking and Performance Cookies**

Type: Persistent Cookies

Administered by: Third-Parties

Purpose: These Cookies are used to track information about traffic to the Website and how users use the Website. The information gathered via these Cookies may directly or indirectly identify you as an individual visitor. This is because the information collected is typically linked to a pseudonymous identifier associated with the device you use to access the Website. We may also use these Cookies to test new pages, features or new functionality of the Website to see how our users react to them.

Your Choices Regarding Cookies

If You prefer to avoid the use of Cookies on the Website, first You must disable the use of Cookies in your browser and then delete the Cookies saved in your browser associated with this website. You may use this option for preventing the use of Cookies at any time.

If You do not accept Our Cookies, you may experience some inconvenience in your use of the Website and some features may not function properly.

If You'd like to delete Cookies or instruct your web browser to delete or refuse Cookies, please visit the help pages of your web browser.

- For the Chrome web browser, please visit this page from Google: <https://support.google.com/accounts/answer/32050>
- For the Internet Explorer web browser, please visit this page from Microsoft: <http://support.microsoft.com/kb/278835>
- For the Firefox web browser, please visit this page from Mozilla: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>
- For the Safari web browser, please visit this page from Apple: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>

For any other web browser, please visit your web browser's official web pages.

More Information about Cookies

You can learn more about cookies here: <https://www.allaboutcookies.org/>

Contact Us

If you have any questions about this Cookies Policy, you can contact us:

- By email: privacy@yatta.ai