



## Terms and Conditions

### 1. Scope.

These Terms and Conditions apply to all contracts between YARD and customers in connection with the use of all products and services of YARD (for example distributed via [www.yard.global](http://www.yard.global)), in particular event calendars, sponsorships, advertising, consulting, license agreements, partner formats, as well as any other ancillary services. Deviating, conflicting, or additional terms and conditions of the customer do not apply unless YARD has expressly agreed to their applicability in text form or in writing. These Terms and Conditions apply to contracts with entrepreneurs and consumers. For consumers, the mandatory statutory provisions of consumer protection law apply in addition.

### 2. Conclusion of Contract

- (1) Offers made by YARD are non-binding.
- (2) A contract is concluded upon confirmation by YARD in text form or in writing after payment by the customer. For entrepreneurs, the contract is deemed concluded even if YARD does not declare a rejection within two weeks after receipt of the customer payment. If a service that is initially provided free of charge becomes subject to a fee at a later time, the provisions applicable to paid services apply accordingly from the time of payment. Statutory consumer rights remain unaffected.
- (3) Oral agreements are binding only if confirmed in text form or in writing.
- (4) For free of charge services or services provided as part of a barter transaction, the contract is concluded upon acceptance of these Terms and Conditions and commencement of use of the respective service.

### 3. Termination by the Customer

- (1) Ordinary termination after conclusion of the contract is not provided for. The customer is obliged to pay the agreed order value in full even if the customer does not make use of the service.
- (2) Partial services already rendered, for example advertising placements, graphic creation, or promotional measures, are deemed fully invoiced.
- (3) The right to extraordinary termination for cause remains unaffected.
- (4) Refunds of fees already paid are excluded to the extent permitted by law. Statutory rights of withdrawal and rescission for consumers remain unaffected.
- (5) Private consumers have a statutory right of withdrawal for distance contracts to the extent that such right is not excluded by law. Details result from the separate withdrawal policy of YARD.

### 4. Termination by YARD

YARD reserves the right to suspend or terminate access to the services, in whole or in part, at any time, with or without notice, if YARD reasonably believes that the customer has violated these Terms and Conditions, applicable law, or if continued operation of the services becomes impracticable for technical, legal, or business reasons. Upon termination, access to the services may be revoked and stored content may be deleted or anonymized in accordance with applicable law. The customer remains responsible for exporting or backing up their data prior to termination.

### 5. Prices and Payment Terms

- (1) The prices stated in the order or in the order confirmation apply.
- (2) Unless otherwise stated on the invoice, invoices are payable without deduction within 7 days after the invoice date.
- (3) In the event of late payment, default interest is charged at the statutory rate.
- (4) Until full payment has been made, YARD reserves all rights to the services provided.
- (5) Services may be provided as a one-time payment, a time-limited service, or an ongoing service with regular billing. Unless otherwise agreed, fees are payable in advance. The obligation to pay exists irrespective of actual use of the service.

### 6. Price Adjustments

- (1) YARD is entitled to adjust prices for ongoing contractual relationships if cost factors relevant for pricing change. This includes in particular personnel, infrastructure, license, hosting, security, or third-party costs.



- (2) Price adjustments are communicated to the customer in text form or in writing at least four weeks before they take effect.
- (3) If the price increase exceeds 10 percent, the customer is entitled to terminate the contract for cause as of the effective date of the price adjustment.
- (4) Fees paid in advance are not affected by price adjustments.

## **7. Provision of Services**

- (1) YARD provides the agreed services to the best of its knowledge and belief.
- (2) A specific outcome, such as a specific reach, number of participants, or increase in revenue, is not guaranteed.
- (3) In the event of force majeure or other circumstances for which YARD is not responsible, YARD may postpone or adjust agreed dates, services, or service components. In this case, the contract remains valid.
- (4) YARD is entitled to further develop, modify, or adapt services provided that the contractual purpose is not materially impaired.
- (5) YARD is entitled to restrict, modify, or discontinue services temporarily or permanently if there are objective reasons for doing so. These include in particular technical developments, security requirements, economic reasons, or changes to the product portfolio. There is no entitlement to the continuation of individual functions or services as long as the overall contractual purpose is preserved.
- (6) If YARD permanently discontinues a service, YARD is entitled to migrate the customer to a substantively comparable successor service or to an alternative product of YARD or an affiliated company, provided that the essential contractual purpose is preserved.
- (7) YARD is entitled to rename products, services, or service components and to adapt designations, titles, descriptions, presentations, technical identifiers, access addresses, domains, subdomains, URLs, endpoints, and other organizational or technical assignments. YARD is also entitled to change the type, scope, and technical design of access to services, including access channels, authentication procedures, user roles, access restrictions, or usage limits, provided that the essential contractual purpose is preserved.
- (8) YARD does not owe any specific number, availability, or timeliness of content unless expressly promised by YARD in text form or in writing.
- (9) The type, scope, and content of the respective services result from the service descriptions, product presentations, or offer documents of YARD applicable at the time of contract conclusion. YARD is entitled to provide, modify, or supplement such descriptions provided that the essential contractual purpose is preserved.

## **8. Service Availability and Maintenance**

The Services may be temporarily unavailable due to maintenance, technical issues, updates, security measures, or circumstances beyond our control. We do not guarantee uninterrupted availability of the Services and do not provide any service level agreement unless expressly agreed in writing. Scheduled or unscheduled maintenance, updates, or changes may result in temporary restrictions or interruptions without prior notice.

## **9. Use of Logos and Materials**

- (1) Each contracting party grants the other a simple, non-transferable right of use to use logos, names, and provided materials exclusively for the performance and promotion of the respective contractual relationship and the related services, unless otherwise agreed in text form or in writing.
- (2) Any use that damages the reputation of the other party or creates an inappropriate context is excluded.
- (3) Transfer or sublicensing of logos and materials to third parties is not permitted unless expressly agreed in text form or in writing.
- (4) The customer ensures that all necessary rights to the content provided by the customer exist and indemnifies YARD against all third-party claims in this respect.

## **10. Data Rights**

- (1) All content, data, databases, structures, compilations, and representations provided by YARD are protected by copyright or other proprietary rights. The customer is granted solely a simple, non-exclusive, non-transferable, and non-sublicensable right of use, limited to the contractual use within the scope of the respective service, unless otherwise expressly confirmed by YARD to the Customer in text or in writing. Any transfer to third parties, resale, reproduction, modification, making available to the public, or any other use beyond the agreed purpose is not



permitted by YARD.

(2) The customer grants YARD a simple, geographically, temporally, and substantively unrestricted right of use to all content and data entered, uploaded, imported, or otherwise provided by the customer, as such data becomes part of the platform. This right of use includes in particular the right to store, reproduce, process, structure, analyze, publish, distribute, edit, combine with other data, and delete such content and data, insofar as this is necessary for the operation, further development, distribution, aggregation, presentation, or commercialization of the platform and the services offered. The customer warrants that they are entitled to grant these rights. This right of use shall continue to apply even after termination of the contractual relationship.

### **11. Liability**

(1) YARD is liable for intent and gross negligence as well as for damages resulting from the breach of essential contractual obligations.

(2) Liability is limited to the foreseeable damage typical for the contract.

(3) The customer alone is responsible for content provided by the customer.

### **12. Term and Renewal**

(1) Contracts for ongoing services or programs have a fixed term of 12 months unless otherwise agreed in text form or in writing.

(2) The contract is automatically extended by the originally agreed term if it is not terminated in text form or in writing at least three months before expiration, to the extent permitted by law.

(3) One-time services have no term. Renewal or repeated performance occurs only if expressly agreed.

### **13. Retention of Title and Usage Rights**

(1) All services, materials, and work results provided by YARD remain the property of YARD until full payment has been made.

(2) Usage rights to the services provided transfer to the customer only after full payment of the agreed fee.

(3) Prior to payment, the customer may not modify, reproduce, transfer, or publish the services.

(4) YARD is entitled to prohibit further use by the customer until full payment has been made.

### **14. Final Provisions**

(1) Amendments or supplements to these Terms and Conditions require text form or written form.

(2) The law of the Federal Republic of Germany applies. Place of jurisdiction is Frankfurt am Main.

(3) The publisher of YARD is Gateflow GmbH, Platz der Einheit 2, 60327 Frankfurt am Main, Germany.

(4) Amendments to these Terms and Conditions are communicated to the customer in text form or in writing and are deemed approved if the customer does not object within four weeks after receipt of the notification.

(5) YARD is entitled to transfer this contract in whole or in part to an affiliated company or to a third party as part of a restructuring, asset deal, or company sale. The transfer may not result in a material deterioration of the contractually agreed services.

(6) The contractual language is German. Only the German version is legally binding. Translations serve informational purposes only.

(7) All services of YARD are subject to ongoing development. No guarantee of any kind is given to the extent permitted by law.

(8) The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

(9) The current version of these Terms and Conditions at the time of contract conclusion applies. The withdrawal policy, and any service descriptions are available at: <https://www.yard.global/terms>

(10) If individual provisions are invalid, the validity of the remaining provisions remains unaffected.

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