Yoy

YOY SIMULATORS · LEGAL DOCUMENT

Terms and Conditions of Use

The rules governing the use of the Yoy Account platform by Organizations and Users.

DATE	CLASSIFICATION	VERSION
September 24, 2026	Public	1.2

This document does not constitute or replace legal advice. It complements the Privacy Policy, which forms an integral part of these Terms.

01. Identification, acceptance, order of precedence and definitions

These Terms and Conditions (the "Terms") govern the use of the Yoy Account platform (the "Platform"), operated by **YOY TRAINING SPA**, Chilean tax ID (RUT) **76.277.334-1**, with registered address at Calle Arlegui N°440, office 912, Viña del Mar, Chile ("Yoy" or "we"), accessible at `accounts.yoy.cl`.

By creating an account or using the Platform, you accept these Terms and our Privacy Policy in full. If you do not agree with them, you must not use the Platform.

Order of precedence: if the Organization holds a commercial contract in force with Yoy, the conditions of that contract prevail over these Terms wherever the two conflict.

- **Organization:** the entity (company, school, institution) that contracts Yoy's services and administers Users, Licences and Devices under its account.
- **User:** the natural person who accesses the Platform, whether as administrator, sales, instructor, assistant, student or guest.
- **Licence / hour bundle:** the right to use one or more simulators for a given number of hours and/or a given validity period, in accordance with the commercial conditions agreed.
- **Device:** the equipment used to run the simulators, such as a virtual reality headset or a computer (PC), identified by a serial number and/or hardware GUID and linked to an Organization.
- **Content:** the simulators, lessons, courses and materials made available through the Platform.

02. Purpose of the service and eligibility

The Platform allows Organizations to administer User accounts, assign Licences, link Devices and track simulator usage for training, educational and/or operational instruction purposes. Each Organization is registered in the systems by Yoy once the commercial agreement has been formalised. The person contracting the services on behalf of the Organization represents that they have the legal capacity and authority to represent it.

> **Users who are minors**
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> Where the Organization is an educational institution or another entity that registers Users under 18 years of age, the Organization represents and warrants that it holds the necessary authorisations and consents from their parents or legal guardians in accordance with Law No. 21.719, and that it will keep that documentation available to Yoy or the competent authority. This representation transfers to the Organization the contractual responsibility for obtaining consent, but does not release Yoy from its own legal obligations regarding data protection — see the section on minors in the Privacy Policy.

03. Registration, credentials, licences and devices

- The User and the Organization undertake to provide truthful, accurate and up-to-date information at the time of registration, and to keep it up to date. The Organization is responsible for the accuracy of the data of the Users it registers or "enrols" itself.
- Access credentials are personal and non-transferable. The User is responsible for safeguarding them and must inform Yoy immediately of any unauthorised use of their account.
- Licences are activated, consumed and expire in accordance with the commercial conditions agreed with each Organization.
- Each Device is linked to the Organization through its serial number and/or hardware GUID. The Organization is responsible for the use, custody and good condition of the Devices under its administration.
- The use of Licence hours is recorded automatically by the Platform for invoicing, support and validity control purposes.

04. Roles, acceptable use and intellectual property

Each role (administrator, sales, instructor, assistant, student, guest) has different levels of access and functions. Users who manage other Users' data must do so in accordance with applicable data protection regulations.

The User undertakes not to: access or attempt to access accounts, devices or licences that do not belong to them; share their credentials with third parties; reverse engineer or attempt to extract the source code of the Platform or the Content; carry out security testing, vulnerability scanning or penetration testing against the Platform without Yoy's prior written authorisation; use the Platform for unlawful purposes; or interfere with its normal operation.

The Platform, the Content, the trademarks and other associated elements are the property of Yoy Training SpA or its licensors. Nothing in these Terms grants the User or the Organization ownership rights over those elements, beyond the licence to use them that is conferred.

05. Usage logging, telemetry and payments

In order to provide the service, the Platform records usage data from Devices and licences (session duration, device used, IP address and approximate location). The detail of what data is collected, for what purpose and for how long it is retained is set out in the Privacy Policy, which forms an integral part of these Terms.

> **Payments**
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> The Platform does not currently process online payments directly; commercial conditions are agreed under a separate contract with each Organization.

06. Organization data and confidentiality

- **Ownership:** the data that the Organization uploads to or generates on the Platform (Users, enrolments, assessment results) belongs to the Organization.
- **End of the relationship:** when the contractual relationship ends, the Organization may request the export of its data (reports and assessment records, in standard formats such as PDF or Excel) within the following 30 days. After that period, the data is retained or deleted in accordance with the Privacy Policy.
- **Providers that process data:** Yoy keeps the list of providers that process personal data on its behalf up to date in the Privacy Policy, and will inform Organizations of any relevant changes.
- **Confidentiality:** each party will keep confidential the non-public information of the other that it accesses in connection with the service, and will use it only for the purposes of the contractual relationship. This obligation survives the end of that relationship.

07. Availability, suspension and liability

- Yoy will endeavour to keep the Platform continuously available, without prejudice to scheduled maintenance. Technical support: **soporte@yoy.cl**.
- Yoy may suspend or terminate an Organization's or User's access in the event of a breach of these Terms, non-payment, or a legal requirement.
- To the maximum extent permitted by law, Yoy will not be liable for indirect damages, loss of profit, or loss of data arising from the use of the Platform.
- Neither party will be liable for breaches caused by events beyond its reasonable control (force majeure or fortuitous events), such as natural disasters, widespread power or telecommunications outages, or acts of authority.
- Nothing in these Terms limits the rights granted by Law No. 19.496 on the Protection of Consumer Rights, where applicable.

> **Physical risks of using virtual reality**
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> The User acknowledges that using virtual reality equipment may entail physical risks (dizziness, loss of balance, collisions with the physical environment) and undertakes to use VR devices in a suitable space and following the instructions provided by Yoy or their Organization — see Health and Safety in VR Use for the full detail of risks and warnings.

08. Amendments, general provisions and contact

Yoy may amend these Terms at any time. Relevant changes will be communicated through the Platform or by email, and will take effect on the date indicated in the updated version. Continued use of the Platform after that date implies acceptance of the new Terms. Earlier versions remain available at the Yoy Trust Center.

- **Severability:** if any provision of these Terms is declared void or unenforceable, the remaining provisions will remain in full force.
- **Assignment:** the Organization may not assign its position under these Terms without Yoy's prior authorisation. Yoy may assign it in the event of reorganisation, merger or sale of its business, informing Organizations accordingly.
- **Notices:** communications from Yoy will be sent to the email address registered by the Organization or the User; those addressed to Yoy, to **soporte@yoy.cl**.
- **Governing law and jurisdiction:** these Terms are governed by the laws of the Republic of Chile. Any dispute will be submitted to the ordinary courts of justice of Santiago, Chile.

General or support enquiries

soporte@yoy.cl

Personal data and privacy

soporte@yoy.cl