



Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of The Yella Umbrella Nebula and Stellar Services (services).
- 1.2 By using our services, you accept these terms and conditions in full. accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our services.
- 1.3 If you register with our services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our services. by using our services or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our services use cookies. by using our services or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy available via a link on the services.

2. Copyright notice

- 2.1 Copyright © 2024 Yella BVBA.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our services and the material on our services. and
 - (b) all the copyright and other intellectual property rights in our services and the material on our services are reserved.

3. License to use services

- 3.1 You may:
 - (a) view pages from our services in a web browser.
 - (b) download pages from our services for caching in a web browser.
 - (c) print pages from our services.
 - (d) stream audio and video files from our services. and
 - (e) use our services by means of a web browser,subject to the other provisions of these terms and conditions.



- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our services or save any such material to your computer.
- 3.3 You may only use our services for your own personal and business purposes as defined in the Process descriptions, and you must not use our services for any other purposes.
- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our services.
- 3.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our services (including republication on another services).
 - (b) sell, rent or sub-license material from our services.
 - (c) show any material from our services in public.
 - (d) exploit material from our services for a commercial purpose. or
 - (e) redistribute material from our services.
- 3.6 Blank section
- 3.7 We reserve the right to restrict access to areas of our services, or indeed our whole services, at our discretion. you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our services.

4. Acceptable use

- 4.1 You must not:
- (a) use our services in any way or take any action that causes, or may cause, damage to the services or impairment of the performance, availability or accessibility of the services.
 - (b) use our services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
 - (c) use our services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our services without our express written consent.



- (e) access or otherwise interact with our services using any robot, spider or other automated means, except for the purpose of search engine indexing.
- (f) use data collected from our services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- (g) attempt to decompile, copy, or reverse engineer the code and data files that make up the Nebula services, any Nebula Processes or Stellar web page or Widgets.
- (h) interface to or attempt to automate the use of the Nebula services, any Nebula Processes or Stellar web page or Widgets except as explicitly provided for by Yella Umbrella.

4.2 You must not use data collected from our services to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our services, or in relation to our services, is true, accurate, current, complete and non-misleading.

5. Use on behalf of organisation

5.1 If you use our services or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself. and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity.

6. Registration and accounts

6.1 Blank section

6.2 You may register for an account with our services by completing and submitting the account registration form on our services, and clicking on the verification link in the email that the services will send to you.

6.3 You must not allow any other person to use your account to access the services.

6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.



6.5 You must not use any other person's account to access the services.

7. User login details

7.1 If you register for an account with our services, you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13. you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our services arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1 We may:

- (a) suspend your account.
- (b) cancel your account. and/or
- (c) edit your account details,

at any time at our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you a pro rata amount of your payment, such amount to be calculated by us using any reasonable methodology.

8.2 You may cancel your account on our services using your account control panel on the services. You will not be entitled to any refund if you cancel your account in accordance with this Section 8.2.

9. Services

9.1 To purchase our services, you must pay the applicable fees before you can access any outputs from our web services . We will send you an acknowledgement of your order. The contract between us for the supply of the services shall come into force upon the issue of the order acknowledgement.

9.2 You may have the opportunity to identify and correct input errors prior to making your order by previewing at least part of the final output files.

9.3 The services are available for purchase through our services: are set out in the New Processes section. The detailed specification for services that you



purchase through our services will be as set out in the Process descriptions on the services at the time that you make the purchase.

10. Fees

10.1 The fees in respect of our services will be as set out on the services from time to time:

- (a) fees for services performed exclusively by us will be listed as a fee for performing a defined unit of functionality set out as part of the price description
- (b) fees for services performed by third parties as part of a Process performed via our services will be listed according to the suppliers' pricing information. We will use our best endeavors to keep this pricing information current but do not warrant its accuracy.

10.2 All amounts stated in these terms and conditions or on our services are stated exclusive of VAT.

10.3 You must either:

As a Pay Go user pay us the fees in respect of our services in advance, in cleared funds, in accordance with any instructions on our services.

Or

Subject to agreement, as a credit customer pay all invoices within 30 days or receipt.

10.4 We may vary fees from time to time by posting new fees on our services, but this will not affect fees for services that have been previously used.

10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

- (a) an amount equal to the amount of the charge-back.
- (b) all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer).
- (c) an administration fee of EUR 25.00 plus VAT. and
- (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.6 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and



make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

11. Distance contracts: cancellation right

11.1 This Section 11 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

11.2 You may withdraw an offer to enter into a contract with us through our services, or cancel a contract entered into with us through our services, at any time within the period:

- (a) beginning upon the submission of your offer. and
- (b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 11.3. You do not have to give any reason for your withdrawal or cancellation.

11.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 11.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

- (a) if the services are fully performed, you will lose the right to cancel referred to in Section 11.2.
- (b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 11.

11.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 11, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

11.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 11, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 11.



- 11.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 11.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 11 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

12. Your content: license

- 12.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our services or via our services for storage or publication on, processing by, or transmission via, our services or third-party services.
- 12.2 Your Content remains your property at all times. You grant to us a non-exclusive, royalty-free license only to store and process Your Content as specified by you using our services
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- 12.4 Blank section
- 12.5 Blank section
- 12.6 You may edit your content to the extent permitted using the editing functionality made available on our services.
- 12.7 Blank section

13. Your content: rules

- 13.1 You warrant and represent that your content will comply with these terms and conditions.
- 13.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 13.3 Your content, and the processing of your content by us in accordance with these terms and conditions, must not:
- (a) be libelous or maliciously false.
 - (b) be obscene or indecent.
 - (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right.
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation.



- (e) constitute negligent advice or contain any negligent statement.
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity.
- (g) be in contempt of any court, or in breach of any court order.
- (h) be in breach of racial or religious hatred or discrimination legislation.
- (i) be blasphemous.
- (j) be in breach of official secrets legislation.
- (k) be in breach of any contractual obligation owed to any person.
- (l) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage.
- (m) constitute spam.
- (n) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.

14. Report abuse

- 14.1 If you learn of any unlawful material or activity on our services, or any material or activity that breaches these terms and conditions, please let us know.
- 14.2 You can let us know about any such material or activity by email.

15. Limited warranties

- 15.1 We do not warrant or represent:
 - (a) the completeness or accuracy of the information published on our services.
 - (b) that the material on the services is up to date. or
 - (c) that the services or any service on the services will remain available.
- 15.2 We reserve the right to discontinue or alter any or all of our services services, and to stop publishing our services, at any time at our sole discretion without notice or explanation. and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any services services, or if we stop publishing the services.
- 15.3 To the maximum extent permitted by applicable law and subject to Section 16.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our services and the use of our services.



16. Limitations and exclusions of liability

16.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence.
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation.
 - (c) limit any liabilities in any way that is not permitted under applicable law. or
 - (d) exclude any liabilities that may not be excluded under applicable law,
- and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

16.2 The limitations and exclusions of liability set out in this Section 16 and elsewhere in these terms and conditions:

- (a) are subject to Section 16.1. and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

16.3 To the extent that our services and the information and services on our services are provided free of charge, or using credit provided free of charge, we will not be liable for any loss or damage of any nature.

16.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

16.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

16.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

16.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

16.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity. you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the services or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).



16.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:

- (a) £100. and
- (b) the total amount paid and payable to us under the contract in the previous 12 months for the specific service in question.

17. Indemnity

17.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our services or any breach by you of any provision of these terms and conditions.

18. Breaches of these terms and conditions

18.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings.
- (b) temporarily suspend your access to our services.
- (c) permanently prohibit you from accessing our services.
- (d) block computers using your IP address from accessing our services.
- (e) commence legal action against you, whether for breach of contract or otherwise. and/or
- (f) suspend or delete your account on our services.

18.2 Where we suspend or prohibit or block your access to our services or a part of our services, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

19. Third party services

19.1 Our services includes hyperlinks to other services owned and operated by third parties. such hyperlinks are not recommendations.

19.2 By agreeing to these Terms and Conditions you also agree to the terms and conditions published by these suppliers from time to time:

[Acapela](#)

[Apptek](#)

[Amazon Web Services](#)



[Cereproc](#)

[Open AI – ChatGPT](#)

[ElevenLabs](#)

[Google](#)

Microsoft Azure [1](#) [2](#)

[Respeecher](#)

[Rev.ai](#)

Speechmatics [1](#) [2](#)

Yella takes no responsibility for the above links and the any changes made by the suppliers from time to time.

19.3 We have no control over third party services and their contents, and subject to Section 16.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

20. Trade marks

20.1 *Yella Umbrella* and our logos and our other registered and unregistered trademarks are trademarks belonging to us. we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.

20.2 The third party registered and unregistered trademarks or service marks on our services are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

21. Variation

21.1 We may revise these terms and conditions from time to time.

21.2 The revised terms and conditions shall apply to the use of our services from the date of publication of the revised terms and conditions on the services, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

21.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions. and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the services, and you must stop using the services.

22. Assignment



- 22.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 22.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

23. Severability

- 23.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 23.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

- 24.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 24.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

25. Entire agreement

- 25.1 Subject to Section 16.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our services and shall supersede all previous agreements between you and us in relation to your use of our services.

26. Law and jurisdiction

- 26.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 26.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

27. Statutory and regulatory disclosures

- 27.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our services. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 27.2 These terms and conditions are available in the English language only.
- 27.3 Our VAT number is BE 0660792011.



27.4 The services of the European Union's online dispute resolution platform is available at <https://webgate.ec.europa.eu/odr/main>. The online dispute resolution platform may be used for resolving disputes.

27.5 The name of the alternative dispute resolution entity that we use dispute resolution is *ARDS Ltd* and its services address is *www.ards.co.uk*.

28. Our details

28.1 This service is owned and operated by *Yella BVBA*.

28.2 We are registered in Belgium under registration number BE 0660792011, and our registered office is at:

Aarschotsestraat 87,
B-1800 Vilvoorde,
Belgium

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28.3 Our principal place of business is at:
Aarschotsestraat 87
B-1800 Vilvoorde
Belgium

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28.4 You can contact us:

- (a) by post, using the postal address given above.
- (b) using our services contact form.
- (d) by email, using the email address published on our services from time to time.