

Legal policies and agreements

RAMJOHN CAPITAL GROUP LLC | Massachusetts, United States
Effective October 13, 2026 | Version 2026-10-13.2

This packet contains the public documents published in Yamira's Legal Center. Operator-specific customer agreements and refund policies are separately entered by each authorized operator and preserved with the applicable booking.

Terms and Conditions

Seller Acceptable Use Policy

Privacy Policy

Cookies and Storage Notice

Operator Agreement

Data Processing Addendum

Data Retention and Requests Policy

Location Sharing Notice

AI and Analytics Notice

Complaints and Disputes Procedure

Website: <https://yamiraos.com/legal>
Contact: ramjohncapital@gmail.com

Terms and Conditions

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/terms>

Yamira is operated by RAMJOHN CAPITAL GROUP LLC, a Massachusetts limited liability company. Contact: ramjohncapital@gmail.com.

1. Agreement, eligibility, and authority

By creating an account or using Yamira, you agree to these Terms to the extent permitted by applicable law. If you act for a company or organization, you confirm that you have authority to bind it. If you do not agree, do not create an account or continue using the platform.

Account holders and persons authorizing payments must be at least 18 years old or the applicable age of legal majority and have legal capacity to contract. A minor may participate in an operator's experience only where its rules and applicable law permit, with any required parent or guardian authorization.

The Seller Acceptable Use Policy forms part of these Terms for sellers and operators. A separately signed agreement with Yamira controls an expressly conflicting commercial provision. A seller's booking terms govern its service, subject to applicable law; they do not override these platform Terms or payment-provider rules.

2. What Yamira provides

Yamira provides software for charter and tourism businesses to manage experiences, bookings, schedules, customers, invoices, payments, and operations. Features depend on the selected plan, enabled modules, supported countries, and integrations.

RAMJOHN CAPITAL GROUP LLC supplies Yamira software. Independent operators physically deliver the charter, tour, transport, venue, or experience. Yamira's payment-merchant responsibilities for applicable platform-account charges are described below and remain in force; they do not transfer vessel, vehicle, personnel, or operating responsibilities away from the actual operator.

The operator supplies the experience and remains responsible for safe service delivery and its service obligations. The payment merchant depends on the approved payment route and is identified before payment. For PayPal payments to a connected operator, the operator is the payment merchant. For Stripe charges made on Yamira's platform account without a connected operator designated as settlement merchant, RAMJOHN CAPITAL GROUP LLC is the payment merchant and handles the applicable payment, refund, and dispute responsibilities; the operator must cooperate and meet its contractual obligations. Yamira's software subscription is a separate service purchased from RAMJOHN CAPITAL GROUP LLC.

3. Accounts and organization access

Provide accurate registration, business, contact, and payment information and keep it current. Protect credentials, use available security controls, and promptly report unauthorized access. Do not share accounts or access another organization without permission.

Organization owners are responsible for their authorized team members, invitations, permissions, and use of the workspace. Remove access when it is no longer appropriate. You are responsible for activity you authorize; liability for unauthorized activity remains subject to applicable law and the circumstances of the incident.

4. Operator obligations and listings

Operators must maintain all required licenses, permits, insurance, inspections, qualified personnel, and safe vessels and vehicles. They must comply with applicable maritime, transport, tourism, environmental, employment, tax, and consumer requirements.

Before accepting a booking, disclose the seller's identity and contact details, service description, availability, location, capacity, currency, total price, taxes and fees, deposit and balance requirements, inclusions, exclusions, age or fitness restrictions, and cancellation and weather policies. Listings and availability must be accurate.

Do not exceed safe operating limits or sell a service you cannot lawfully deliver. Operators are responsible for checking schedules, resolving conflicts, managing manifests and staff assignments, and communicating changes. Calendar, mapping, tracking, and automated suggestions do not replace professional judgment or emergency procedures.

5. Bookings and customer responsibilities

A booking request is subject to the operator's stated confirmation and payment requirements. Submission of a request, quotation, or invoice alone does not guarantee availability or a confirmed reservation. Review the operator, date, departure point, guest count, price, and booking terms before confirming or paying.

Customers must provide accurate booking and guest details, use an authorized payment method, comply with lawful safety instructions, and arrive as instructed. The person booking for a group is responsible for communicating the relevant booking conditions to the other guests and obtaining any required permissions for their information.

For service questions or changes, contact the operator using the booking details. For platform issues or concerns about a seller, contact Yamira as described below.

6. Customer payments, fees, and settlement

Payment processing is provided by third-party providers where enabled and approved. The available payment methods, currencies, provider, and relevant fees are those disclosed in the applicable checkout, invoice, or commercial agreement. Do not submit payment without reviewing the total payable.

Sellers must complete provider onboarding and verification and comply with their provider agreements. Using PayPal is subject to the applicable PayPal User Agreement and PayPal

Acceptable Use Policy, or the corresponding terms for the seller's region. Other providers' applicable terms also apply.

Provider authorization, verification, risk review, refunds, disputes, reserves, currency conversion, bank processing, and supported payout routes may affect settlement. Yamira does not guarantee a payout date or override a provider's decision. Platform fees or commissions apply only as disclosed and agreed; no fee rate is created by these Terms.

Yamira is not a bank or escrow service. These Terms do not authorize Yamira to hold funds independently of its approved payment arrangements or to debit an account without the necessary authorization. Sellers remain responsible for applicable taxes, chargebacks, refunds, and provider obligations.

PayPal User Agreement: <https://www.paypal.com/us/legalhub/paypal/useragreement-full>.

PayPal Acceptable Use Policy:

<https://www.paypal.com/us/legalhub/paypal/acceptableuse-full>. The applicable regional versions and provider approvals also apply.

7. Cancellations, weather changes, and refunds

Experience cancellations, no-shows, rescheduling, deposits, and weather-related changes are governed by the operator's policy disclosed before purchase and applicable law. A seller must communicate material changes promptly and provide any remedy required by law. A policy cannot remove mandatory consumer rights.

Contact the operator first to request a change or refund and retain the booking reference and supporting records. Yamira may help route a request and review available platform records, but does not promise a delivery guarantee or a refund on an operator's behalf.

An approved refund is processed through the applicable provider and payment method where supported. The provider and receiving bank determine processing time. Any retained fee must be lawful and previously disclosed; these Terms do not create a blanket right to retain payments for an undelivered service.

8. Yamira subscriptions and billing

The selected plan, price, currency, billing interval, and any agreed setup or additional charges will be presented before purchase or in a signed order. Recurring billing applies only where authorized and continues on the agreed interval until cancelled. A demonstration or private preview is not a paid subscription unless you separately agree to one.

You may request cancellation through the available billing controls or by contacting Yamira before the next renewal. Unless a different arrangement is agreed or required by law, cancellation takes effect at the end of the paid billing period and prevents subsequent renewals. Cancelling a subscription does not cancel existing customer bookings or release a seller from its obligations.

Unless agreed otherwise or required by law, charges for a billing period already started are not refunded solely because you stop using the software. Contact us about duplicate, unauthorized, or incorrect charges. Plan changes and any prorated amount require the applicable billing disclosure and authorization.

We will notify you of material subscription price changes before the next affected renewal so you can cancel before they apply. Nonpayment may result in restricted access following notice where practicable, without removing your statutory rights.

9. Complaints and payment disputes

Operators must maintain a reachable customer contact and respond to complaints, cancellation requests, and payment disputes promptly. They must provide genuine booking and fulfillment records when reasonably requested and meet provider deadlines.

Send platform complaints to ramjohncapital@gmail.com with the operator name, booking reference, description, and relevant evidence. We may request more information, review available records, contact the operator, and help coordinate a response. We do not guarantee a specific outcome or resolution time.

Nothing in these Terms prevents a customer from contacting a payment provider, card issuer, regulator, or court or exercising available dispute and consumer rights. Eligibility for provider protection is determined by that provider, not by Yamira.

10. Information, privacy, and location data

Each party must comply with applicable privacy and data-protection obligations. Operators are responsible for lawful collection and use of guest and team information they submit, including manifests, documents, and location data, and for providing required notices and obtaining any required consents or other lawful permissions.

We process information needed to provide and secure the platform, support users, administer accounts and billing, and meet applicable legal obligations. Relevant information may be shared with service providers supporting those purposes, payment providers, the applicable operator, authorized organization members, or authorities where legally required. These Terms are not a substitute for any privacy notice or data-processing agreement required by law.

Location tracking must be used only for authorized operational purposes with appropriate notice. Operators must not track people secretly or outside an authorized context. Limit access and retention to what is reasonably necessary. Do not send full card numbers, passwords, or unnecessary sensitive information in support requests.

11. Content, intellectual property, and prohibited use

You retain ownership of content you lawfully provide and grant Yamira a limited, non-exclusive license to host, display, transmit, and process it as necessary to provide the platform and authorized booking functionality. You confirm that you have the rights and permissions needed for that use.

Yamira's software, branding, and other platform materials remain the property of their respective owners. Your account provides a limited right to use the service under your plan; it does not transfer ownership or authorize resale of platform access.

Do not infringe others' rights, post deceptive or unlawful material, introduce malicious code, bypass access controls, disrupt services, or use the platform for fraud or prohibited transactions. Report suspected infringement with identification of the work, the disputed

listing or material, your contact details, and evidence of your rights or authority. We may seek clarification, restrict disputed content, and review a seller's response as appropriate.

12. Availability and third-party services

We aim to provide a reliable platform, but maintenance, technical faults, internet connectivity, and third-party services may cause interruptions. Features may change and integrations may depend on external providers. No uninterrupted availability, error-free operation, or service level is guaranteed unless separately agreed.

Keep appropriate copies of important business records. Maps, live tracking, reports, and automated outputs may be delayed or incomplete and must be checked before operational decisions. Third-party websites and services are governed by their own terms.

13. Restrictions, suspension, and termination

We may restrict or terminate access for material breach, fraud, safety or security risk, nonpayment, provider restrictions, or a legal requirement. Where practicable and lawful, we will explain the restriction and allow reasonable corrective action. Urgent risks may require immediate action.

You may request closure of your account by contacting us. Before closure, settle outstanding obligations and arrange lawful retention or export of needed records. Records may be retained where required for legal, accounting, security, or dispute purposes. Closure does not itself refund a booking or extinguish existing liabilities.

14. Responsibility and limits of liability

Operators remain responsible for the experiences they sell, including safety, service delivery, and their personnel. Yamira remains responsible for its own obligations under these Terms and applicable law.

For business users only, and to the extent permitted by applicable law, Yamira is not liable for indirect or consequential losses, loss of anticipated profits, or losses caused solely by an independent operator or third party. Yamira's aggregate liability arising from the software service is limited to the subscription fees paid by the affected business to Yamira in the 12 months preceding the event giving rise to the claim.

These limitations do not apply to fraud, willful misconduct, gross negligence where it cannot lawfully be excluded, death or personal injury caused by negligence where exclusion is prohibited, or any liability that applicable law does not permit us to limit. They do not limit a customer's claim against the seller for a booking or remove mandatory consumer rights.

15. Changes, applicable law, and general provisions

We may update these Terms as the service, law, or provider requirements change. The effective date and current version will be published here. Material changes will be notified through the platform or account contact where reasonably practicable. Urgent legal or security changes may take effect sooner; continued use after changes take effect is subject to those changes to the extent permitted by law.

These Terms are governed by the laws of the Commonwealth of Massachusetts and applicable United States federal law, without displacing mandatory consumer protections or

jurisdiction rights that apply to a customer. For business-to-business disputes, the parties submit to the state or federal courts with jurisdiction in Massachusetts. A consumer retains any non-waivable right to bring a claim in another competent court. These Terms do not impose mandatory arbitration or waive rights that cannot lawfully be waived.

If a provision is unenforceable, the remaining provisions continue to apply to the extent lawful. Failure to enforce a provision is not a waiver. These Terms, the incorporated Seller Acceptable Use Policy, and any applicable signed agreement govern the relevant platform relationship.

16. Contact

Platform operator: RAMJOHN CAPITAL GROUP LLC. Website: <https://yamiraos.com>.

For platform support, legal notices, complaints, cancellation requests, policy questions, or infringement reports, email ramjohncapital@gmail.com. Include relevant account or booking references and enough detail for us to assess the request.

Related documents and current version

The Legal Center at <https://yamiraos.com/legal> provides the Privacy Policy, Cookies and Storage Notice, Operator Agreement, Data Processing Addendum, Data Retention and Requests Policy, Location Sharing Notice, AI and Analytics Notice, and Complaints Procedure. Policy version: 2026-10-13.2. Required acceptance is recorded with the version and exact text; updates do not rewrite historical acceptances.

Seller Acceptable Use Policy

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/acceptable-use>

Yamira is operated by RAMJOHN CAPITAL GROUP LLC, a Massachusetts limited liability company. Contact: ramjohncapital@gmail.com.

1. Agreement and responsibility

By accessing or using Yamira as a seller or operator, you agree to this Policy and remain responsible for your business, personnel, listings, customers, vessels, vehicles, tours, regulatory obligations, and transactions.

You must comply with all laws, licensing requirements, permits, safety standards, payment-provider rules, and industry regulations that apply where your business is established and where each service is delivered.

2. Eligible services

Yamira is intended for legitimate professional charter and tour services, including private boat and yacht charters, ticketed marine experiences, shore excursions, sightseeing tours, transportation directly related to an experience, and lawful related add-ons.

You may offer only services that you are legally authorized, properly equipped, and operationally capable of delivering.

3. Operator and maritime safety

Maintain all required business, vessel, vehicle, captain, driver, guide, tourism, and operating licenses.

Maintain legally required registration, inspection, insurance, safety equipment, and qualified personnel.

Do not exceed approved passenger, weight, seating, or operating limits.

Do not operate a vessel, vehicle, or experience that is unsafe, unseaworthy, impaired, improperly staffed, or prohibited by weather or government direction.

Follow applicable environmental, wildlife, protected-area, port, customs, immigration, and maritime rules.

4. Honest listings and customer treatment

Provide accurate descriptions, availability, locations, capacity, pricing, fees, cancellation terms, inclusions, exclusions, and safety requirements.

Do not publish deceptive reviews, fabricated availability, misleading discounts, bait-and-switch offers, or services you do not control or have authority to sell.

Protect customer information and use it only for lawful booking, service, safety, support, and compliance purposes.

Honor confirmed obligations, communicate material changes promptly, and process cancellations, refunds, and disputes according to applicable law and the disclosed terms.

5. Prohibited products, services, and conduct

You may not use Yamira to offer, promote, facilitate, or receive payment for:

Illegal activity, fraud, stolen goods, money laundering, sanctions evasion, bribery, corruption, or transactions intended to conceal their true purpose.

Controlled substances, drug paraphernalia, unlawful tobacco products, weapons, ammunition, obscene or unlawful adult services, or goods that create an unreasonable risk to consumer safety.

Hate, violence, unlawful discrimination, exploitation, trafficking, harassment, or content that violates another person's privacy or intellectual-property rights.

Gambling, lotteries, prize schemes, pyramid or Ponzi schemes, deceptive investment activity, unauthorized financial services, currency exchange, stored value, escrow, check cashing, or debt services.

False bookings, card testing, unauthorized charges, collusive transactions, self-payments intended to obtain cash or credit, or activity designed to manipulate payment, refund, dispute, or platform systems.

Any product or service identified by a government agency, payment provider, or Yamira as prohibited, fraudulent, unsafe, or requiring approval that has not been obtained.

6. Restricted and approval-required activity

Lawful tourism-related activities subject to licensing or payment-provider restrictions, including alcohol sales and regulated transportation, require all applicable licenses and any required written approval before listing or payment processing. Approval applies only to the specific business, jurisdiction, service, and provider approved; it is not transferable.

Alcohol included in a package, catering service, or add-on is also subject to applicable age restrictions, licensing, and provider approval requirements. Bundling a restricted service does not remove those requirements.

Activities prohibited by this Policy remain prohibited even if a payment provider permits them. Provider approval does not authorize unrelated financial services, gambling, medical services, cryptocurrency trading, or other activities outside Yamira's permitted tourism services.

7. Payment-provider requirements

Sellers using PayPal must comply with the PayPal User Agreement and the current PayPal Acceptable Use Policy. Sellers using another payment provider must comply with that provider's applicable terms and policies.

The operator supplies the experience. The payment merchant is determined by the approved payment route and must be disclosed accurately before payment, including

whether the connected operator or RAMJOHN CAPITAL GROUP LLC processes the charge. A seller may not use its Yamira account to process payments for an unrelated third party, resell payment access, or operate as an unapproved payment intermediary.

Sellers must complete required identity, business, beneficial-owner, and payment-account verification and provide accurate settlement details. Payment processing is available only where the selected provider and the approved integration support the seller's country and business. A listing or Yamira account does not constitute payment-provider approval.

Do not split transactions, misclassify services, hide restricted items, evade verification, fabricate fulfillment evidence, or divert refunds to unrelated accounts. Retain genuine booking, payment, cancellation, and service-delivery records and respond to disputes within the applicable provider deadlines.

PayPal User Agreement: <https://www.paypal.com/us/legalhub/paypal/useragreement-full>.

PayPal Acceptable Use Policy:

<https://www.paypal.com/us/legalhub/paypal/acceptableuse-full>. The applicable regional versions and provider approvals also apply.

8. Monitoring and cooperation

Yamira may review listings, transactions, account activity, complaints, credentials, licenses, and supporting records to assess compliance. Sellers must provide accurate information and cooperate with reasonable compliance, safety, fraud, payment, or regulatory inquiries.

You must promptly notify Yamira of material changes to your ownership, business model, operating jurisdiction, licensing, payment activity, or the products and services you offer.

9. Enforcement

Yamira may remove content, restrict features, prevent new bookings or payment requests, suspend or terminate access, notify a payment provider, or report activity to authorities when reasonably necessary to protect customers, sellers, Yamira, or the integrity of the payment system. Payment providers independently control their own holds, reserves, restrictions, and settlement decisions under their agreements and applicable law.

Enforcement may be immediate where activity presents legal, safety, fraud, sanctions, payment, or reputational risk. Sellers remain responsible for obligations incurred before restriction or termination.

Where lawful and appropriate, Yamira may request corrective action and supporting evidence. A seller may request review of a restriction through the contact below; reinstatement requires satisfactory resolution and any necessary provider approval.

10. Reporting and contact

Report suspected violations or request clarification before listing a potentially restricted service by emailing ramjohncapital@gmail.com.

Include the seller or listing name, booking reference if available, the concern, and supporting evidence. Do not send full card numbers, passwords, or unnecessary sensitive personal information. Yamira may request additional information, review available records,

contact the relevant seller, and take proportionate action. For immediate danger, contact the local emergency services first.

Yamira may update this Policy to address legal, safety, product, or payment-provider requirements. The current version and effective date will remain published on this page. Material changes will be notified through the platform or the account contact where reasonably practicable; urgent legal, safety, or provider requirements may apply immediately.

11. Platform security and responsible data use

Do not access another organization's workspace without authorization, share credentials, bypass permissions, introduce malicious code, test stolen payment details, scrape personal information unlawfully, or disrupt the platform. Report suspected account compromise or security issues promptly through the contact above.

Collect only the guest and team information needed for legitimate operations. Obtain required notices, consents, or other lawful permissions for manifests, marketing, documents, and live location tracking. Limit access to authorized personnel, respect retention requirements, and do not sell guest information or use it for unrelated unsolicited contact.

Related documents and current version

The Legal Center at <https://yamiraos.com/legal> provides the Privacy Policy, Cookies and Storage Notice, Operator Agreement, Data Processing Addendum, Data Retention and Requests Policy, Location Sharing Notice, AI and Analytics Notice, and Complaints Procedure. Policy version: 2026-10-13.2. Required acceptance is recorded with the version and exact text; updates do not rewrite historical acceptances.

Privacy Policy

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/privacy>

How RAMJOHN CAPITAL GROUP LLC handles information used to provide Yamira.

1. Who is responsible

RAMJOHN CAPITAL GROUP LLC is the platform operator and a Massachusetts limited liability company. Contact ramjohncapital@gmail.com for privacy questions or requests. Operators are independent businesses responsible for their own service and guest-data practices.

Yamira acts as a controller for platform accounts, billing, security, support, and purposes it determines. When processing an operator's guest or team information on its instructions, Yamira acts as its service provider or processor under the Data Processing Addendum. Roles depend on the actual processing, not simply on an account label.

2. Information we handle

Account and contact information includes names, email addresses, telephone numbers, account identifiers, organization membership, preferences, and authentication records. Booking and operational information includes dates, guest counts, passenger names, manifests, packages, assignments, customer notes, invoices, refunds, and support records.

Users may upload business, vessel, identity, or booking documents. Provide only what is necessary; avoid uploading unnecessary sensitive information. Authorized location sharing can include latitude, longitude, accuracy, heading, speed, driver and assignment identifiers, and update times.

Payment providers handle payment credentials. Yamira receives transaction identifiers, status, amounts, currency, connected merchant information, and relevant dispute or settlement records. Do not submit full card numbers or passwords through Yamira support or documents.

Connected Google Calendar accounts provide the authorized calendar event data and OAuth credentials needed for synchronization. Technical information may include IP addresses, device/browser information, cookies, logs, error reports, and service activity.

3. Purposes and legal bases

We use information to establish accounts, deliver bookings and operations, provide authorized synchronization and tracking, process billing, communicate service changes, resolve complaints, prevent abuse, maintain security, and meet legal obligations. Operational analytics and benchmarking are described in the AI and Analytics Notice.

Where a law requires a legal basis, processing may rely on performing a contract, legal obligations, legitimate interests balanced against individual rights, or consent where required. Marketing, optional tracking, and sensitive-data uses must have an appropriate

independent basis; accepting platform terms does not provide blanket consent for every use.

4. Who receives information

The operator delivering a booking and its authorized personnel receive relevant guest and operational information. Access is limited by roles and legitimate responsibilities. Authorized Yamira personnel may access records for support, security, payment administration, compliance, and operational oversight.

Service providers may include Supabase for database, authentication and storage; Vercel for hosting; Resend for transactional email; Stripe and PayPal for payments; and Google for elected Calendar synchronization or Maps functionality. Each receives information relevant to its function. Applicable provider terms and privacy practices also govern its independent processing.

We may disclose information where lawfully required by authorities, to protect legal rights or safety, or in a business transfer subject to appropriate confidentiality and lawful safeguards. We do not sell guest contact information. Operators must not use received guest data for unrelated unsolicited marketing.

5. Google user data

Google Calendar access is used to deliver synchronization requested by the connected user or organization. We request the calendar.events permission for event synchronization; users can disconnect in Yamira or revoke access in their Google account.

Use and transfer of information received from Google APIs must adhere to the Google API Services User Data Policy, including its Limited Use requirements. Google user data is not used for advertising, sold, or used to train general-purpose AI models. Human access is limited to allowed support, security, legal, or user-authorized purposes.

6. Transfers, security, and retention

Yamira and its service providers may process information in the United States and other countries where their services operate. Where required, we use appropriate contractual or other lawful transfer safeguards. A vendor's presence in this notice does not itself establish a transfer mechanism.

We use access controls, authenticated workspaces, and other appropriate technical and organizational safeguards. No service can guarantee absolute security. Retention depends on purpose, legal obligations, disputes, and the schedule in the Data Retention and Requests Policy. Backups and legally retained records may remain after an operational deletion.

7. Choices and requests

Depending on applicable law, individuals may request access, correction, export, deletion, restriction, or objection, and may withdraw consent for processing based on consent. You can submit a request through <https://yamiraos.com/legal/requests> or email ramjohncapital@gmail.com. We verify identity proportionately and apply the relevant legal response deadline.

Guest requests about an operator's records may be coordinated with that operator. Deletion may be limited by legal obligations, active bookings, financial records, disputes, or security needs. We explain applicable restrictions; closing an account is not a promise to erase all records immediately.

You can stop location sharing, disconnect Calendar, and manage supported browser storage. Essential service messages may still be sent. Complaints may also be raised with a competent privacy regulator.

8. Children and changes

Platform accounts and payment authorization are intended for adults with legal capacity. Operators must obtain appropriate guardian permissions where children participate in an experience and minimize collection of their information. We do not knowingly offer account registration to children.

Material changes will be announced through the platform or appropriate account contact where reasonably practicable. The version and effective date appear on this page.

Cookies and Storage Notice

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/cookies>

Information about cookies, local storage, and embedded services.

1. Storage used by Yamira

Authentication cookies support secure sessions. Launch-access cookies control private-preview access. Workspace cookies remember the most recently visited workspace page. Browser local storage remembers the selected display theme. Calendar connection flows may use short-lived state cookies to secure authorization.

These technologies have different purposes and lifetimes. Authentication expiry is governed by the configured session settings; workspace navigation cookies are configured for up to 30 days, launch settings follow their configured expiry, and theme preferences remain until removed. This notice does not classify every convenience preference as legally essential.

2. Third-party and optional features

Stripe or PayPal checkout and Google Maps or Calendar functionality may involve provider cookies, identifiers, or network requests when used. Their notices apply to their own services. A first-party preference and a third-party marketing tracker are assessed separately.

Yamira does not authorize advertising or optional analytics trackers to load merely because a user accepts the Terms. Before adding non-exempt tracking, we will provide the information, opt-in or objection controls, and prior blocking required by the applicable law.

3. Your choices

You can clear or block cookies and local storage in your browser, change your display preference, and revoke connected services. Blocking authentication storage can prevent sign-in or secure operation. For optional features, use the available controls or contact ramjohncapital@gmail.com.

Where an exemption does not apply and the law requires consent, optional storage must remain blocked until that consent is obtained, with a practical way to withdraw it.

Operator Agreement

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/seller-agreement>

Commercial and operational terms between Yamira and the operator accepting this agreement.

1. Parties, scope, and authority

This agreement is between RAMJOHN CAPITAL GROUP LLC and the legal operator identified in the organization's published legal settings. The accepting person must be authorized to bind that operator. It incorporates the platform Terms, Seller Acceptable Use Policy, and Data Processing Addendum.

Yamira supplies software and approved integrations. The operator supplies the advertised experience and its personnel, vessels, vehicles, venues, licenses, insurance, and safe performance. Public seller details and customer support contact must accurately identify the actual operator.

2. Booking terms and service commitments

The operator must publish its agreement and cancellation/refund policy before accepting new bookings. Explain deposits, cancellation deadlines, no-shows, weather changes, rescheduling, refunds, and any lawful retained fees. Do not use a generic platform notice as a substitute for the operator's actual terms.

Yamira preserves the text and version accepted for each booking. Subsequent edits apply prospectively and do not remove accrued customer rights. Safety restrictions, accessibility needs, guardian permission, and guest conduct rules must be disclosed appropriately. Any waiver must be lawful in the relevant jurisdiction.

3. Subscription and charges

The agreed plan, currency, billing interval, subscription price, and any setup charges are those disclosed at purchase or in a separately signed order. Recurring subscription billing requires authorization. Owners can manage renewal and request cancellation through organization Billing.

Platform processing fees, commissions, provider costs, exchange-rate charges, taxes, and other deductions must be distinguished and disclosed in the applicable booking, invoice, checkout, or separately agreed commercial schedule. This agreement does not authorize an undisclosed new fee or permit duplicate deductions.

4. Payment merchant and settlement

The operator must use only the approved provider route for its country and business. PayPal payments directed to the connected operator identify that operator as the payment merchant. Stripe payments created on Yamira's platform account without a connected operator designated as settlement merchant identify RAMJOHN CAPITAL GROUP LLC as payment merchant. The payment flow must disclose the actual role.

A Global Payouts recipient is a payout destination, not proof that the recipient is a Stripe acquiring merchant. Provider approval and contractual authorization must cover the actual collections and payout arrangement before that arrangement is activated.

Settlement follows the approved route and provider/bank timing. Reserves, restrictions, disputes, verification, refunds, and required evidence may delay release. No fixed payout timing or unrestricted access to funds is guaranteed. Yamira is not an independent bank or escrow service.

5. Refunds, disputes, and liabilities

The operator must deliver its agreed service, communicate changes, and fund or cooperate with required refunds. The party responsible to the payment provider remains responsible under that provider agreement. Yamira coordinates platform payment issues where it is the payment merchant; an operator's contractual reimbursement duties do not remove customer rights.

The operator must retain genuine evidence and meet provider deadlines. Any agreed recovery of a chargeback, refund, negative balance, or fee must be supported by records and a lawful authorized mechanism. This agreement does not authorize arbitrary debits, self-help seizure of funds, or concealment of provider restrictions.

6. Compliance and data

The operator must complete applicable provider onboarding and maintain business, operating, safety, insurance, and personnel credentials. Restricted offerings require their own licenses and provider approvals. Cooperate with proportionate verification and supply current supporting evidence.

Guest and employee data must be collected lawfully, minimized, and limited to authorized purposes. The operator provides required notices and permissions, controls team access, and follows the Data Processing Addendum and location-sharing requirements.

7. Suspension, ending service, and disputes

Restrictions and termination follow the platform Terms and provider requirements. Suspension does not release outstanding bookings, refunds, taxes, or disputes. Arrange lawful export or return of records and continued customer support before closure.

Massachusetts law and applicable federal law govern this business agreement, subject to non-waivable local obligations. Business disputes may be brought in the competent courts of Massachusetts. Contact ramjohncapital@gmail.com first to seek a practical resolution.

Data Processing Addendum

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/data-processing>

Safeguards for personal information processed for operators using Yamira.

1. Scope and roles

This addendum forms part of the Operator Agreement where Yamira processes personal information on an operator's instructions. The operator is the controller/business for that processing and Yamira is its processor/service provider. Separate platform account, billing, security, and legally required processing may involve Yamira's independent controller role.

The subject matter is delivery of the subscribed software and authorized integrations for the contract duration and applicable retention period. Data subjects may include guests, customers, personnel, and contacts; data may include contact details, bookings, manifests, documents, payment records, and authorized location information.

2. Instructions and confidentiality

Process operator personal information only on documented instructions, including the agreed service configuration, unless applicable law requires otherwise. Notify the operator of such a legal requirement where allowed. Tell the operator if an instruction appears to infringe applicable data-protection law.

Limit access to authorized personnel bound by confidentiality and legitimate duties. Do not sell personal information or use it for unrelated advertising. The operator remains responsible for lawful instructions, notices, permissions, and appropriate collection.

3. Security and assistance

Maintain appropriate technical and organizational safeguards proportionate to the information and risks, including access restrictions, authentication, tenant separation, secure transport, protected credentials, and recovery procedures. Avoid promises of certifications or controls that have not been independently established.

Provide reasonable assistance with access, correction, deletion, objection, portability, security obligations, impact assessments, and regulator consultations, taking account of the nature of processing and information available.

4. Security incidents

Notify the operator without undue delay after becoming aware of a personal-data breach affecting its processed information. Provide available information about the nature, affected records, likely consequences, containment, and contact, with further updates as known.

Coordinate investigation and preserve evidence. The controller determines its own regulator and individual notification obligations; this addendum does not replace statutory deadlines or require public disclosure of unverified allegations.

5. Subprocessors and transfers

The operator gives general authorization to necessary providers listed in the Privacy Policy and subprocessor information, including relevant hosting, database, storage, and transactional-email services. Payment providers may act independently for regulated payment functions; roles must be assessed for the actual processing.

Before adding a new subprocessor for operator data, provide reasonable notice through the platform or account contact and an opportunity to raise a reasoned data-protection objection. Impose equivalent applicable processing safeguards by contract and remain responsible for the subprocessor obligations for which the law makes Yamira responsible.

International transfers require a lawful basis and, where necessary, recognized contractual clauses or other appropriate safeguards. The parties will execute applicable EU or UK transfer terms when required for the actual transfers; this addendum does not claim that an unsigned transfer document is already in place.

6. End of service, retention, and audit

On termination, return or delete processed operator personal data according to its lawful instructions, except records legally required to be retained. Apply the published retention procedure to backups and legal holds, restrict retained data, and explain exceptions.

Provide information reasonably needed to demonstrate compliance and allow proportionate audits or inspections required by applicable law, with arrangements protecting other tenants, security, and confidential information. Reasonable scheduling or confidentiality arrangements must not frustrate a statutory right.

7. Conflicts and contact

This addendum controls an inconsistent personal-data processing provision in the Operator Agreement. Mandatory data-protection law and any properly executed transfer clauses take precedence where applicable. Contact ramjohncapital@gmail.com for processing instructions, incidents, or requests.

Data Retention and Requests Policy

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/retention>

Purpose-based retention, legal holds, and practical privacy request handling.

1. Retention principles

Keep personal information only for the purpose and period justified by service delivery, security, accounting, legal obligations, or a documented dispute. Do not adopt one universal period for every country and data type.

Active account and operational records remain for the service relationship where needed. Booking, payment, tax, dispute, and policy-acceptance evidence may require continued restricted retention. Identity documents and live location records should be removed when their verification or operational purpose ends, unless a documented requirement applies.

2. Requests and closure

Submit access, correction, export, deletion, restriction, objection, or account-closure requests at <https://yamiraos.com/legal/requests> or by email. We verify identity, identify the responsible operator/controller, and respond within applicable deadlines. The internal queue targets review within 30 days; a shorter statutory deadline takes precedence.

Requests are recorded with their type, status, submission time, and due date. Authorized compliance administrators review them, record decisions, coordinate operator requests, and explain refusals or partial fulfillment. Submission is not a representation that deletion has already occurred.

For active bookings or financial liabilities, explain what must remain and why. Complete account closure only after reviewing outstanding obligations and lawful preservation needs.

3. Backups and legal holds

Restrict access to retained records and backups and remove data through the applicable backup lifecycle where operational deletion is not immediately propagated. Do not restore deleted information into active use without applying the deletion again.

A legal hold must identify the reason, scope, responsible person, and review point. Preserve required evidence while restricting unrelated use. Release the hold when no longer justified and then complete permitted deletion.

4. Operating schedule

Compliance maintains a retention register identifying each data category, controller, purpose, jurisdiction, trigger, period, hold exceptions, and deletion method. Review the register at least annually and when a provider or legal requirement changes.

The register and incident procedures are operational controls, not a claim that every retention action is automated. Contact ramjohncapital@gmail.com for the handling of a specific record.

Location Sharing Notice

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/location-tracking>

What drivers and other field personnel should know before sharing live location.

1. Information and purpose

When you choose Start sharing and allow browser location access, Yamira can receive your coordinates, accuracy, heading, speed, driver identifier, vehicle, assignment, and update time. The purpose is authorized run coordination, dispatch, operational visibility, and safety support.

Authorized personnel in your organization can see the relevant run location; authorized Yamira support or compliance personnel may access it where needed for legitimate duties. Location must not be used for unrelated monitoring, advertising, or secret surveillance.

2. Your controls

Sharing starts only when requested through the control and permitted by the browser. Use Stop sharing to end collection and request removal of the current assignment location. Closing the component stops its browser watcher, but may leave the last server location until removal or operational cleanup; a failed deletion must be retried.

Only share for the authorized operating context. Your employer/operator must explain its lawful basis, working-time boundaries, retention, access, and any employment consequences. A browser permission prompt is not a substitute for that notice, and employment monitoring must not assume consent is freely given in every situation.

3. Retention and limitations

Use current location only as long as needed for the assignment; remove it when sharing is stopped or the run ends, subject to any documented incident hold. Do not rely on a stale marker as a guarantee of current position. Connectivity or device restrictions may delay updates.

Yamira tracking is not an emergency service. For immediate danger use local emergency channels. Privacy requests can be made at <https://yamiraos.com/legal/requests> or through the operator.

AI and Analytics Notice

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/ai-data-use>

How operational intelligence and assistance are governed in Yamira.

1. Purpose and review

Yamira uses operational data to provide reporting, priorities, predictions, recommendations, and assistance. Some capabilities use deterministic calculations; others may depend on separately configured AI integrations. A feature label does not imply that every calculation uses an external model.

Outputs can be inaccurate or incomplete. Operators must check material decisions, especially safety, staffing, pricing, refunds, and financial actions. Required approvals and permissions continue to apply; an AI recommendation is not a legal, safety, or financial assurance.

2. Access and confidentiality

Organization workspaces should expose only their authorized organization data. Authorized HQ personnel may access organizational information for support, security, compliance, and business administration under their role. That is administrative access, not anonymous data.

Peer benchmarking and shared patterns must use appropriate aggregation and controls. Do not publish another operator's identifiable guests, personnel, raw records, or confidential business information as a benchmark. Small cohorts require particular scrutiny to avoid re-identification.

3. External providers and training

Before enabling external AI processing, disclose the relevant provider, purpose, data categories, safeguards, and any material retention or transfer terms. Send only necessary data and apply appropriate minimization and redaction.

Operator guest data and Google API user data are not authorized for general-purpose model training by acceptance of the Terms. Any different use requires an appropriate separate lawful basis, agreement, and provider-policy compliance. Do not imply that removal of a name makes all data anonymous.

4. Questions and controls

Contact ramjohncapital@gmail.com about data use, correction of inaccurate outputs, or objections. Controls and permissible processing depend on the selected functionality, contract, and applicable law.

Complaints and Disputes Procedure

Effective October 13, 2026 | Version 2026-10-13.2

<https://yamiraos.com/legal/complaints>

How to raise a booking, payment, platform, safety, or infringement concern.

1. Where to start

Contact the operator shown on your booking for service delivery, cancellations, weather changes, and refunds. Contact ramjohncapital@gmail.com for platform issues, unresolved concerns, privacy matters, or complaints involving Yamira as payment merchant.

Include the organization, booking or invoice reference, dates, issue, requested remedy, and relevant evidence. Do not send passwords, full card numbers, or unnecessary identity documents. In emergencies, contact local emergency services first.

2. Review and escalation

We record or route the concern, request necessary information, review available records, contact the responsible operator where appropriate, and communicate the decision or next step. Acknowledgment and resolution depend on the issue; no guaranteed resolution time is promised.

Escalate suspected fraud, serious safety issues, unlawful activity, or restricted services for immediate review. Authorized administrators may restrict listings or transactions and notify providers or authorities where appropriate and lawful. Preserve relevant evidence and confidentiality.

3. Payment and infringement rights

PayPal, Stripe, card issuers, and banks determine their own dispute procedures and protection eligibility. Follow their deadlines; contacting Yamira does not extend them. Nothing here removes statutory consumer remedies or access to a competent regulator or court.

For intellectual-property complaints, identify the work, disputed material or listing, your contact details, and your rights or authority. We may request clarification, restrict content where justified, and consider the affected operator's response without purporting to decide ownership conclusively.