

MOBILE APPLICATION END USER LICENSE AGREEMENT

ARTICLE 1– PARTIES

This agreement has been entered into force by mutual agreement with INC Teknoloji (hereinafter referred to as "INC") operating at the address of Zafer Mah. Üniversite Varyantı No:80 Efeler/Aydın/Turkey and(hereinafter referred to as the "USER") located at the address of, benefiting under the conditions specified in this agreement.

ARTICLE 2– DEFINITIONS

2.1. Application: FaceSyma (hereinafter referred to as "APPLICATION".)

2.2. User: refers to a person or entity who benefits from the APPLICATION under the conditions specified in this agreement.

2.3. System Access Tools: refers to the information only the USER knows, such as the USER's account management page, user name, password, code, password providing access to the APPLICATION.

2.4. Communication Channels: refers to communication channels such as instant notification, e-mail, SMS, MMS, telephone notification.

ARTICLE 3– SUBJECT AND SCOPE

3.1. The subject matter of this agreement; is the determination of all products and services that are available on the APPLICATION to the USER and that will be offered by INC in the future, the conditions for benefiting from these products and services, and the rights and obligations of the parties.

3.2. By accepting the terms of this agreement, the USER also accepts all representations made by INC in connection with the APPLICATION and the membership and services. The USER agrees, represents and undertakes to act in accordance with all such statements.

ARTICLE 4 - TERMS OF USE OF THE APPLICATION

INC may unilaterally terminate this contract and terminate the USER's use of the APPLICATION without giving any reason or notice and without obligation to pay any compensation, effective immediately.

ARTICLE 5 - MUTUAL RIGHTS AND OBLIGATIONS

5.1. Rights and obligations of the user:

5.1.1. The USER agrees to respect all the conditions of this contract during the completion of the user procedures, the use of the products or services of the APPLICATION and the performance of any action relating to the products or services of the APPLICATION.

5.1.2. The USER is obliged to fill in the "name and password determination data" after the "Login and Registration" buttons on the application access page. This information is stored on the Google Cloud server.

5.1.3. The USER agrees to share the information "first name, surname, email, address, postcode, country and credit card" for the purpose of acquiring additional photo uploading rights, apart from the rights to which he/she has free access in the APPLICATION.

5.1.4. The USER is obliged to maintain the confidentiality of the System Access Tools (such as username, password, code) used to access the APPLICATION. The right to use the System Access Tools belongs exclusively to the USER. The USER shall not disclose this information to third parties. The USER is responsible for the consequences of the use of the System Access Tools by a third party.

5.1.5. The USER agrees and undertakes that the information and content provided by the USER within the APPLICATION is correct and in accordance with the law. INC is not responsible for and does not guarantee the accuracy of the information and content transmitted to the APPLICATION by the USER or uploaded, modified and provided by the USER through the APPLICATION, that such information and content is safe, correct and lawful, nor is it liable for any damages that may occur due to its fault.

5.1.6. The legal and criminal responsibility of the USER in every transaction and action within the APPLICATION is his. The responsibility for the use of the APPLICATION for minors under 13 years of age lies with the person downloading the APPLICATION on their mobile device and/or their parents.

5.1.7. The USER acknowledges that the APPLICATION is owned and operated by INC. The USER INC and/or other third party agrees not to reproduce, copy, distribute, process photographs, texts, visual and audio images, video clips, files, databases, catalogues and listings within the APPLICATION that may infringe the same or personal rights, property. and commitments.

5.1.8. The USER and INC are independent parties. The ratification and execution of this Agreement by the Parties does not give rise to a partnership, agency or employee-employer relationship between them.

5.1.9. INC reserves the right to change, reorganize and stop the APPLICATION without prior notice, with any services, products, terms of use available on the APPLICATION and its extension, and information presented on the APPLICATION. Changes take effect at the time of publication of the APPLICATION.

5.1.10. INC gives no guarantee that the services it provides within the scope of the APPLICATION are constantly active and accessible. We accept no liability for failures caused by force majeure, situations caused by third parties, interruptions and delays caused by Internet connection service providers and similar external factors, misuse, technical failures and other interruptions that may arise from INC, repair work or other derivations. does not do so.

ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS

All elements of the APPLICATION belong to INC and/or are used by INC under the copyright of a third party. All these elements of INC, which are protected in the field of intellectual and industrial rights, may not be modified, copied, reproduced, translated into another language, republished, resold, shared, distributed, displayed, used outside the scope of the User Agreement, or derived from them, without prior authorisation and indicating the source. In case of doing otherwise, the person(s) responsible shall be liable to cover the amount of compensation required from INC for damages suffered by INC and/or damages suffered by third parties, including licensors, including court costs and attorneys' fees.

ARTICLE 10 - FORCE MAJEURE

10.1. The term force majeure shall mean natural disasters, riots, wars, strikes, including but not limited to attacks on the APPLICATION despite INC taking necessary information security measures, and unavoidable events that occur beyond INC's reasonable control and that INC could not avoid despite due diligence. shall be construed to mean

10.2. In all cases deemed to be force majeure, the Parties are not liable for late or incomplete performance or non-performance of any of their procurements determined by this Agreement.

11. TERM OF THE AGREEMENT

This Agreement enters into force at remains in force.

12. TRANSFER AND ASSIGNMENT

The parties may not transfer or assign this Agreement and their obligations hereunder to any third party without the written consent of the other.

13. NOTICE

The parties agree that notices to be given to the addresses written in this Agreement shall be legal and valid, and in the event of any change in the above addresses, the other party shall notify the new address no later than ten days from the date of the change. They agree, represent and undertake that the notification shall be a legal and valid notification.

14. RESOLUTION OF DISPUTES

The Courts and Enforcement Offices of Aydın/Turkey shall be authorised to settle any dispute arising out of the interpretation and application of this Agreement.

This Agreement has been signed and has entered into force in duplicate on the date of