

## **TERMS OF SERVICE OF PHONTY**

Phonty ( after this will be mention as “the application” ) is owned and operated by Senfoni Yazilim Hizmetleri San. Ve Tic. Ltd. Şti. The application is provided by Senfoni Yazilim Hizmetleri San. Ve Tic. Ltd. Şti. General Terms and Conditions owned and operated by Senfoni Yazilim Hizmetleri San. Ve Tic. Ltd. Şti which enable the use of applications by Senfoni Yazilim Hizmetleri San. Ve Tic. Ltd. Şti .This contract will also be effective and apply to future transactions. By establishing or running the Apps you clearly indicate that you accept these General Terms and Conditions.

These Terms of Service and Privacy Policy will provide you with the right to use the software applications, web sites, tools and other features (collectively, the "Services") of the application which are provided you from time to time. You agree to be bound by these Terms by accessing or using any of the Services. Other third party services will be subject to the terms of service and privacy policy of any third party relating to any use which you may have. If you are using the application when you are acting as a business entity, please note that the transactions you make are binding for your business.

Some features and properties of the services may be subject to additional guidelines, terms or rules. These will be broadcasted in such a way that is related/contingent with the services in question. All of these additional terms, guidelines and rules were included in a way by referring to these conditions.

### **1. Personal Information**

We provide you assurance in terms of protecting the information of our users' contact persons and personal information and their security the application's Privacy Policy defines how we collect the personal information, how we use, share and process them. You accept and agree the application can collect the personal information in the way defined here, also can use, share and process them.

### **2. Rights of the Parties**

Unless any agreement were mutually reached in written form, you may exercise the right to use the personal, non-exclusive and non-transferrable and limited services in personal and non-commercial ways and manners.

You may not perform the following actions relating to the software applications of the application, updates thereof or other parts of it;

- You may not duplicate/copy them,

- You may not decompile them,
- You may not subject them to reverse engineering practices,
- You may not divide it into parts,
- You may not attempt to generate the source code,
- You may not change them,
- You may not create derivative activities.

The exceptions to these; 1) Prohibition of the restrictions listed above as per the applicable laws, 2) Allowing them to some extent under these Terms of Service, 3) The license conditions under the application software applications which govern any uses of open source components allowing this.

You are not given the permission/right to use the name, commercial brands or other commercial symbols of the application. The application reserves all the rights which were not given to you under these conditions clearly.

### **2.1. *Delisting the Personal Information and Foregoing the advertising targets***

If you wish to deactivate the Improved/custom Search Functionality, you may apply to the application. As per the relevant provisions of the Personal Data Protection Law numbered 6698, the demands under the applications within your responsibility, based on the nature of the demand, this demand will be concluded as soon as possible within thirty days at the latest and free of charges. The contact information given by the user shall be deactivated. Thereafter they shall not be used under the application database.

### **3 .Updates**

We reserve the right to add or remove features or functionality the application. When your mobile phone is set up, the application periodically communicates with our servers. When we release a new version of the application or if we add new features to it, we may ask you to update the application on your mobile phone. This update can be done automatically or reported in advance and can all happen at the same time or in multiple sessions. Before you begin to use updated versions of the application, you may be asked to have reviewed the Terms of Service and may need to accept the current Terms of Service. You agree and acknowledge that any obligation to maintain the earlier versions of the application may be terminated by the use of the application updates or later versions.

#### **4.Support**

The application, constantly works to provide suitable and efficient technical support to the services, and maintain the updates and upgrades. However, the application is not obliged to provide any maintenance or support for the Services under these conditions. The application reserves the right to limit/restrict or terminate the support, update or upgrading activities provided from time to time.

#### **5.Access**

You shall, on your own account provide and maintain the required equipment, internet connections, devices and service plans needed to use and access the the application covering the costs/expenses thereof. If you access to the application via a mobile network, there may be other messages, data or charging from your network or circulation/web provider. You will be responsible from all the expenses you incur by for accessing the application. We do not declare that the application is available in all languages or the application is fit to be used in a certain place or can be used anywhere.

#### **6.User's Obligations and Restrictions**

Any information or content which you may share with the application as a User of the Services does not violate any applicable law. This information and contents will not harm the Services.

You may not use the Services or Content commercially unless you do not reach an agreement in writing with us otherwise. You may not receive the Services or Content without obtaining permission. You agree not to object to the rights of the application or to claim any rights to the content provided by other users (the only exception to this is the rights expressly granted under these Terms). You agree to use the content only in the context explicitly stated on these terms.

Regarding the Services, Content or Information;

- You may not prevent the services from proceeding regularly and in orderly manner;
- You may not regulate or channel the application traffic;
- You may not follow the other fraudulent or misleading/manipulating applications;
- You may not generate their parallel storage; and
- You may not use our services, information and contents to compete with us.

It is strictly forbidden to make/render any information contained in the services inaccessible, including any content and information which is accessible through any third party services.

You may not use the Services or Content in any manner that is illegal, harmful, or otherwise potentially offensive to any other user or third party. You agree that you will not abuse the Services or the content in any unauthorized manner, including but not limited to, unauthorized entry into the network or enforcement of network capacity. You also agree to use our Services or our Content in any manner that does not violate or infringe any person's right to exploit, stealth, threaten, libel or otherwise misappropriate your personal rights. You acknowledge that the application is not in any way responsible for any harassing, threatening, libellous, defamatory or illegal content you may receive from such use. If you are using any services or content in any way prohibited by the application, and you acknowledge and agree that the application reserves the right to suspend or terminate your use of the Service without prior notice.

## **7. Registered Rights**

The Services; are protected by the copyright and international copyright conventions/agreements and other intellectual property laws and treaties. The application and its licensors, services and all applicable intellectual property rights reserve the property rights under their intellectual property. These include copyrights, trademarks, trade names, database rights and patents. You are granted a limited right to use the Services subject to these Terms. However, no intellectual property rights will be deemed transferred or licensed to you.

## **8. Third Party Contents**

The services of the application may contain links to third party websites and services provided by the services. The content, web sites and services of these third parties may be subject to the terms/conditions of third parties. The application is not responsible for any harm/damages which may arise as a result of any third party content, websites or services.

## **9. Uninstalling The Application**

Uninstalling and the methods of uninstalling may vary based on your device. In order to uninstall the application, please use the applications manager of your device or refer to the user's manual of your device.

## **10. Releases relating to the Warranties/Undertakings**

The application, makes no warranties and/or gives no undertakings or statements within the limits permitted by the applicable relevant laws in force; services, qualifications, performance, merchantability, or any other third party's rights, whether express or implied. The Services are offered "as they are". You acknowledge and agree that the use of the Services is at your sole risk.

You agree that the services may not be available from time to time. The application, shall not be liable and responsible from your failing to use the services due to any reason whatsoever.

The application shall not give any warranties or statements that the services There are no warranties or statements given that the Services are appropriate for use in a particular location. You will do so on your own initiative as long as you choose to access and use the Services. You must comply with applicable Turkish laws in connection with this access and use of the Services.

## **11. Limitations of Liability**

As per and according to applicable laws; you agree that the application will not be liable for any direct, indirect, special, incidental or consequential damages and indemnities arising out of the use or inability to use the Services under any circumstances. These include loss of profits, loss of data and loss of brand value. In particular, the application will have no responsibility for any information stored or processed in the Services. These include the recovery of costs of this information.

The application shall not be responsible for the validity, reliability or authenticity of any content or information associated with or via the use of the Services. The use of the content or information obtained via the use of the Services will be at your discretion and the risk will belong to you only.

Nothing in these Terms and Conditions shall be excluded from the scope of law and shall not limit our obligations in essential matters. These also include the rights you may have under the relevant applicable consumer laws.

## **11.1 Prohibited Content**

You agree that you will not use our services for the following items listed hereunder;

(a) You agree that you will not use any of the services provided by the application so as to upload, post, transmit, display, obscure, conceal, hide, perform or distribute any content, information, which is insulting, obscene, abusive, threatening, disturbing or that includes violence:

(c) Asking for the personal information of the minors aged under 18 years of age or abusing them by way of violence or concealing or hiding the same by this service;

(d) causing/giving physical harm to someone, motivating/channelling to such harm or threatening to do so and concealing/hiding the same by this Service;

(e) Promoting or exalting the racist tolerance, using hate and / or racial expressions/ terms, or hating any person or group of people and concealing/hiding the same through the use of this service;

(f) Disclosing the use of illegal substances and/or drugs and concealing/hiding the same by way of using this Service;

(g) Violating any provision of this Contract or its policy (including but not limited to the application Privacy Policy);

(h) using or disclosing the images or videos of persons captured or sent without fake or fraudulent surveillance and to hiding or concealing it through this service the application does not wish to encounter any generally aggressive, vulgar, malicious or bad content (collectively "Objectionable Content") which is determined at its discretion. The application does not claim any perceived, implied or actual obligation to monitor the content provided through the Service and waives any liability or obligation relating to the information provided on it. Without limiting the other remedies, the application reserves the right to upload, transmit, display, display, hide, obliterate, or terminate the performance or distribution of Your Service Use or Content that which it may find objectionable. The application may, at its sole discretion, delete the Contents from its servers which are non-conforming. The application may assist any law enforcement officer so as to not violate this Agreement or breach any applicable law.

## **11.2. Prohibited uses and violations thereof**

The application will bring certain restrictions on your use of the Services. You agree not to engage in any of the following actions under the use of the application (a) to "capture" or harass any person or to contact any person who does not wish to take action; (b) to give false or misleading information to the application (c) imitating or refuting the connection or relationship with any person or entity; (d) change or replace the placement and location of any

advertising sent through the Service; (e) collect information about the application users, including e-mail addresses and telephone numbers; (g) logging in to a server or account that you are not authorized to access or access content or data not designed for you; (h) testing, scanning or testing the Service or the security of the relevant system or network, or violating security or authentication measures without proper authorization; (i) to engage in, or attempt to interfere with, the use of the Service by a virus, overload, "spam", "mail bombing", or any other user, host or network, without limitation, without limitation; (j) use the Service to send unsolicited e-mail, including, without limitation, advertisements or promotions for products or services; (k) sending any portion of a TCP / IP packet header or header information in any e-mail or any upload or message or transmission, display, performance or distribution via the Service; or (l) attempt to transform, reverse engineer, decompile, disassemble or otherwise reduce or reduce any personally identifiable source code used by the application. Any violation of this section may cause you to be subject to legal and / or criminal penalties.

## **12. Security in cases of interaction with the other users**

The application is not responsible for the behaviour of any user within or outside the scope of Services. The user agrees to be careful in terms of their security in all their interactions with other users. Other users; provide financial information (eg. credit card or bank account information), transfer money by bank, remittances or any monetary transfers otherwise.

THE USER SHALL INDIVIDUALLY AND SOLELY BE RESPONSIBLE FROM ITS INTERACTION WITH OTHER USERS. USER IS AWARE AND KNOWS THE APPLICATION DOES NOT INSPECT THE PREVIOUS CRIMINAL FILES AND SENTENCES OF ITS USERS AN DOES NOT MAKE A BACKGROUND CHECK OF ITS USERS. THE APPLICATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USERS' BEHAVIORS; YET WHEN REQUIRED IT RESERVES ITS RIGHT TO USE THE AVAILABLE AND PRESENT STATE ARCHIVES TO INSPECT THE PEVIOUS CONVICTIONS OR LEGAL RECORDS OF ITS USERS OR ANY OTHER RELEVANT SEARCHES (SUCH AS SEXUAL CRIMINAL CONVICTIONS SEARCHES).

## **13. Termination**

Your right to use the Services continues until the date of termination of these Terms. The application may terminate your use of these Terms and Services immediately and without need for any notices whatsoever. You may terminate the Terms at any time by uninstalling the application applications and terminating your use of the Services. This contract will automatically terminate

if you do not comply with the terms. You acknowledge that the application is not liable to you or any third party without ending or disabling it. Subsequent to the termination, you agree to stop using the Services. In Warranty; waivers, limitations of liability, termination and the provisions of the applicable law sections will continue to apply despite the termination of these terms.

#### **14. Transfer/Assignment**

The application, reserves the right to freely transfer/assign any rights/obligations under these conditions in its discretion.

#### **15. Additional Conditions and Modifications**

The application may share the data with third parties which are provided by the users. The application provides data from third party applications to maintain its services and expand its scope. Because the application provides global services, additional Terms of Service may apply to Users in certain jurisdictions. Such cases shall be indicated in the annexes and shall be included in the relevant documents.

The application may change and modify the Services at any time by adding or removing features or by not continuing with the Services. The application reserves the right to revise the terms at any time by submitting the revised terms to the User or by publishing revised Terms in the Services. Regarding to important changes, the user will always be informed. At the same time, he will be given the option to terminate his services. The Revised Terms shall enter into force upon notice or publication by the User. Continuing to use the Services after Revision means that the User has agreed to and accepted the new Terms.

Significant portion of the information collected by the application is linked to non-personal identifiers such as anonymous User ID numbers or device ID numbers, and is not intended to identify and determine the identity of the user in the offline world. This type of Non-Personal Information consists of the type of device used, such as accessing periods, features or functions which you select and the geographical location you are in when using the application Services.

#### **16. Your Liability against us**

As per these terms/conditions, all lawsuits, proceedings, claims, expenses, damages and losses and (including but not limited to the judicial expenses and attorney's fees) which us or our group or our top executives, directors, employees or agencies may incur by due to your use of the application's Services and/or the application Platforms or your violation of these conditions



or in any way related/contingent with these shall be your responsibility and liability against us.

## **17. Legal reservations**

- The contact information which the user has declared while becoming a member can be used for bulletins, marketing and advertising purposes.

Data security is provided by the application. However, the user is responsible for any unauthorized access to user information, contact information and other contents, abuse, storage, reproduction, sale, copying, as well as illegal use of user information, contact information and other content,

- Any conflicts which may arise between the application and the member shall initially be settled by Turkish Courts of first instance and peace. In cases of failing to reach an agreement, the parties accept, declare and agree that Istanbul Courts shall have jurisdiction.
- All Services, information, copyrighted works of the application trademark, commercial appearance; all rights to all property, including personal and proprietary rights, trade information and know - how, including any kind of material and intellectual property rights acquired through the mobile application shall be reserved.

## **18.Prohibited Activities and Penal Sanctions**

The application will immediately terminate the account of the user performing any of the following actions by using any of our resources or through our service. These actions include (but are not limited to) the use of stolen credit card fraud, PayPal fraud, bank fraud, e-gold fraud, Paysera fraud, Identity theft, phishing, spamming, Bitcoin fraud, fraud, blackmail, abduction, rape, sexual harassment, child sexual abuse, murder, the sale of stolen credit cards, the sale of stolen goods. In addition, the application prohibits web scouring in any form or scale in any forms whatsoever.

The application may amend/modify the Services at any time by adding or removing features or by not continuing/proceeding with the Services. The application reserves the right to revise the revised terms at any time by submitting the revised terms to the User or by publishing/broadcasting revised Terms within the Services. Regarding the important changes, the user will at all times, always be informed. At the same time, he/she will be given the option to terminate his/her services. The Revised Terms shall enter into force upon notice to the User or by publication. Continuing the use of the Services after Revision means that the User has accepted the new Terms.

The application may terminate any user account by creating a file about him/her if he/she violates these Terms without refunding, or it may suspend the account

until any explanation, review or user comment is received. If your account has been suspended, you should contact us to see whether the file can be remedied/corrected or not. We may wait for a reasonable amount of time without permanently closing a user account and completely turning off charging/billing.

## **19. Application charging**

Different fees may be determined and set for country-based in-app purchasing. Amended wage information is notified to the user before purchase. However, if users change their settings in Apple accounts and select a different country, the notified fees may vary. Charges reported to the user are arranged according to the country which they have selected in the account settings. As long as you do not cancel, your service automatically renews at the end of each service period and repeats for the length of the previous service period.

We wish you to be completely satisfied and happy with our services. Problems can be encountered from time to time. The application reserves the right to suspend, cancel or reject any service at any time for any reason. No refunds can be made for deleted accounts because they violate our Terms of Service.

The requests for refunding (returning money) is dealt with by Apple, not by the application. The problem will be solved when you click onto Apple ID via iTunes to request money order, select "Purchase history", find the transaction and click "Report Problem". You can also submit a request via <https://getsupport.apple.com>

## **20. Subscription Management and Cancellation**

Subscription cancellation and monetary claims are handled by Apple, not by the app. Uninstalling the app does not automatically stop your subscription. To cancel your application subscription; you need to first enter the Apple AppStore from your iOS Phone or tablet and select the "Subscriptions" section from the menu. In the Subscriptions section, click on the "Cancel Subscription" button of your subscription you wish to cancel and follow the on-screen instructions.

You can also follow the steps to unsubscribe from Apple AppStore, track your refunds and manage your subscription at: <https://support.apple.com/en-ca/HT202039>