Terms and Conditions

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users, Users acknowledge and agree that, where this Application has been provided to them via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

This Application is provided by:

MAPPVATE YAZILIM LIMITED SIRKETI

Owner contact email: info@mappvate.com

What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users aren’t located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist-supporting” country;
- Users aren’t listed on any U.S. Government list of prohibited or restricted parties;

Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.
Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Application.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.
Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Conditions for account registration

Registration of User accounts on this Application is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.

- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By using the tools provided for account termination on this Application.
- By directly contacting the Owner at the contact details provided in this document.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on this Application

Unless where otherwise specified or clearly recognizable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.
In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on this Application - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties’ terms and conditions or, in the absence of those, applicable statutory law.

In particular, on this Application Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via this Application. If Users click on any such advertisement, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner’s legitimate interests;
- offend the Owner or any third party.

Purchase via app store

This Application or specific Products available for sale on this Application must be purchased via a third-party app store. To access such purchases, Users must follow the instructions provided on the relevant online store (such as "Apple App Store" or "Google Play"), which may vary depending on the particular device in use.

Unless otherwise specified, purchases done via third-party online stores are also subject to such third-parties’ terms and conditions, which, in case of any inconsistency or conflict, shall always prevail upon these Terms.

Users purchasing through such third-party online stores must therefore read such terms and conditions of sale carefully and accept them.

Contract duration

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Subscriptions handled via Apple ID

Users may subscribe to a Product using the Apple ID associated with their Apple App Store account by using the relevant process on this Application. When doing so, Users acknowledge and accept that

- any payment due shall be charged to their Apple ID account;
- subscriptions are automatically renewed for the same duration unless the User cancels at least 24 hours before the current period expires;
- any and all fees or payments due for renewal will be charged within 24-hours before the end of the current period;
- subscriptions can be managed or cancelled in the Users’ Apple App Store account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner’s liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner’s

clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Application has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner’s sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

This Application is provided strictly on an “as is” and “as available” basis. Use of the Service is at Users’ own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users’ requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users’ computer system or mobile device or loss of data that results from such download or Users’ use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users’ web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- **any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and**
- **any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;**
- **any errors, mistakes, or inaccuracies of content;**
- **personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;**
- **any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;**
- **any interruption or cessation of transmission to or from the Service;**
- **any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;**
- **any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or**
- **the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- **User's use of and access to the Service, including any data or content transmitted or received by User;**
- **User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;**
- **User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;**
- **User's violation of any statutory law, rule, or regulation;**
- **any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;**
- **User's wilful misconduct; or**
- **statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner’s reasonable control, such as “force majeure” events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner’s express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Application.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User’s acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User’s legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of this Application must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.
In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Exception for Consumers in Switzerland

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

Exception for Consumers in Brazil

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

The above does not apply to Users in Brazil that qualify as Consumers.

Definitions and legal references

This Application (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

Business User

Any User that does not qualify as a Consumer.

Digital Product

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of this Application.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Owner (or We)

Indicates the natural person(s) or legal entity that provides this Application and/or the Service to Users.

Service

The service provided by this Application as described in these Terms and on this Application.

Terms

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using this Application.

Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: December 01, 2023