

## **PIRI TERMS OF USE**

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### **1. Introduction**

This terms of use governs the services, updates and changes offered in relation to the Piri Guide Mobile App offered by *Piri Yazılım Mühendislik ve Ticaret A.Ş.* ( "**Piri**", "**We**" or "**Us**") with its registered address at Maslak Mh. Maslak Meydan Sk. Veko Giz Plaza No: 3/85 Sarıyer / İstanbul – Turkey and the rules that the Users of the App are subject to as well as rights and obligations of the User and Piri.

You need to read and approve this Terms of Use and the Piri Privacy Policy, latter of which is an integral part of this Terms of Use, before your use of the App or any services related to it.

You may contact us via e-mail on [hello@piriguide.com](mailto:hello@piriguide.com) for any inquiries related to this Terms of Use or the Piri Privacy Policy.

### **2. Definitions**

"**The User**", "**you**" or "**your**", means any real or legal person that makes use of, accesses, or registers to the App.

"**Piri Guide**" or "**The App**", means the mobile app that can be downloaded from IOS App Store or Android Google Play Store, can be used on various devices with IOS or Android based operating systems and providing written, audial or visual city and walking guides.

### **3. Rights and Obligations of Piri**

Piri provides various cultural interactive tour guides which have been created exclusively by experts and which include written, audial or visual content related to different parts of a location. You may purchase, download and use, with or without an internet connection even though some of the functions may require a working internet connection, those digital tour guides upon approving Digital Content Agreements and Pre-order Information forms corresponding to each of them.

Piri reserves the right to make necessary changes in the App without prior information, to decide on who can make use of the App and to modify, erase or suspend any Users unilaterally.

Piri may remove or suspend any content within the App as well as the App as a whole at any time, for any reason.

In case you allow Piri to do so, Piri may send you messages and other content that we think may be of interest to you via e-mail or other methods (including mobile notifications).

Piri may transfer its rights and obligations under this Terms of Use and the Privacy Policy at any time.

#### **4. Your Rights and Obligations**

Before you start using the App, you agree and declare that you have the legal capacity to enter into this Terms of Use, that you are over 18 years of age and that you have not been suspended from using the App by Piri before.

You agree and declare that all the information you have provided when registering (or otherwise making use of our services) is correct, that you have read, understood and fully agree to all provisions of this Terms of Use and the Piri Privacy Policy.

Piri reserves the right to not enter into any agreements with you or reject your registration for any reason. Piri reserves the right to suspend or cancel your registration and prevent your access to the App for legal reasons or on its sole discretion and especially upon violation of this Terms of Use.

In case your access to the App is revoked due to the reasons stated above, Piri may remove any information you have uploaded prior to that date.

Your user account and the password you set when registering to the App are necessary and private. You are solely responsible for any damage arising from being unable to access your account upon forgetting your password and having your user account used by others. Your user account may be suspended if it is used by others or if it becomes inaccessible.

You should always act in accordance with any applicable regulations, including those coming into force after you start using the App and all notifications of Piri including the Terms of Use, Privacy Policy and other principles and policies as may be amended from time to time.

You need to have a smart mobile device compatible with our App to access the digital content we provide. Due to regularly updated nature of the App, a device you can use with former versions may become partially or completely incompatible upon updating to new versions and this may lead to your failure to access the content. In such cases, the content associated with your user account remains in place and you can re-access the content by switching to a compatible device. Location services should be turned on and you should allow the App to access your location for proper functioning of the App. Failure to make use of the services and the content provided within the App because of your use of incompatible devices grants no right to compensation or indemnification.

You may not assign or transfer your rights and obligations under this Terms of Use to any third person without Piri's written approval. You may not facilitate any third person's use of your account. You are personally responsible for such transfers and unauthorized uses.

It is illegal to sell, lease, make use of, copy, monitor, view and download any content, information and software included in the App for any commercial or competitive reason. You agree, declare and undertake that you will not do any of those above and that if you cause any of them in any way, you will compensate Piri for any direct or indirect damages suffered, including loss of profit.

Because the services we provide through the App are digital media content delivered online, returning them under the right to withdrawal is not possible. However, if you are not satisfied with the services we provide you can contact us at our e-mail address, [hello@piriguide.com](mailto:hello@piriguide.com) . We would be happy to provide a solution for the problem you are facing.

## **5. Limitation of Liability**

Piri's overall liability is limited as per this article, unless it is stated explicitly in other parts of this Terms of Use and to the greatest extent permitted by the applicable regulations.

Even though Piri makes all reasonable effort to ensure that the content is accurate, we cannot guarantee that the content of the App is 100% true and complete or that the App will be always available for service.

Because it is not feasible to continuously update the app, the places mentioned within the App might have changed. Wandering in public space always includes some risk and we recommend you to watch your surroundings during the tour. Travelling on foot or by car while giving your attention to a mobile device can be extremely dangerous, therefore you should only use the App when you are standing on a safe and stable ground. We take no responsibility for negative situations that may occur while you listen to the tours such as theft, traffic accidents, physical harm, etc..

Piri and Piri's employees, executives, affiliates and content providers are not responsible for any indirect damages that happen in relation to the App and any damage caused by negligence.

In any case, Piri's liability against you and those claiming compensation in relation to your use of the App may not exceed two times the total amount you have paid until the date to Piri under content fees or any other name.

## **6. Intellectual and Industrial Property**

Piri does not grant you any license or usage right neither transfers any patent/utility patent, industrial design, copyright or trademarks; except for a basic non-assignable license that allows you to use the App for your personal and non-commercial use.

Unless stated otherwise; all content, software, idea, image and any other material protected under any right belong exclusively to Piri. You agree, declare and undertake that you will not reproduce, distribute, publish, commercialize, transmit or infringe in another way any trademark, patent,

design, copyright or any other right protected by law (including intellectual property and database rights) belonging to Piri or other third persons without the prior written approval of Piri or the respective third person and that you will be solely responsible for any damages arising from your infringement.

## **7. Privacy**

We will take necessary measures to protect the personal data you have provided to us and comply with the rules set forth in the Piri Privacy Policy. To learn more about how we get your personal data, what we use it for and the measures we take to protect it; please read our Privacy Policy.

## **8. Resolution of Disputes, Applicable Law and Severability**

Any disputes arising in connection with the Terms of Use, Privacy Policy and its annexes as well as their interpretation shall be subject to Turkish Law, to the greatest extent permitted by Law and the Turkish versions of all these documents shall prevail against translations in other languages.

Istanbul (Central) Courts and Execution Offices shall have jurisdiction on any disputes arising from the Terms of Use, Privacy Policy and their annexes.

If any part of this Terms of Use is declared to be void, inapplicable or null; that invalid part shall be severed from the rest of the Terms of Use and be replaced by the legally valid provision that shows least different from the original invalid provision. Rest of the provisions shall remain fully in force and binding.

\* \* \*

**Trade Name :** Piri Yazılım Mühendislik ve Ticaret A.Ş.

**Address :** Maslak Mh. Maslak Meydan Sk. Veko Giz Plaza No: 3/85  
Sariyer / Istanbul - Turkey

**Trade Registry/Registration # :** İstanbul Trade Registry / 127721-5

**MERSIS # (Central Registry) :** 0730056948000001

**Tax Office :** Maslak Tax Office

**Tax ID # :** 730 056 9480

**Website :** <http://www.piriguide.com>

**E-mail** : [hello@piriguide.com](mailto:hello@piriguide.com)