

General Terms and Conditions

The rights of "www.ecaservis.com.tr, www.emarservis.com.tr, www.eca.com.tr" and "ECA" mobile and web applications (www.ecaservis.com.tr and "ECA" mobile and web applications hereinafter referred to as "Applications") belong to Emar Satış Sonrası Müşteri Hizmetleri San. ve Tic. A.Ş. (hereinafter referred to as the "Company") and this document has been prepared to determine the General Terms and Conditions to be concluded between the Company and the persons who want to use the Company's products and services (products and services hereinafter referred to as "Products") through the Applications (the persons who want to use the Company's Products through the Applications hereinafter referred to as the "User"), and includes the commitments for the use of the Products and Applications offered by the Company by the User. Additionally, the Company may introduce additional terms and conditions for new Products and Applications.

The requirements for the use of the Products through the Applications are available on the website ecaservis.com.tr/servler-özel. It is the User's responsibility to check whether the User can meet these requirements.

If the User accepts the General Rules and Conditions contained in this Contract, the membership shall enter into force indefinitely after filling out the registration form in the Application and pressing the Submit button. The user may terminate his/her membership at any time. If the user does not register and accept and approve the terms of the contract, he/she will not be able to use the Application.

Applications may require updates from time to time and it is the User's own responsibility to follow and implement these updates regularly.

For the use of the Product and Applications, the installation and user manuals that come with the Product or can be accessed from the Application or ecaservis.com.tr/servisler-özel website must be read and all instructions must be followed. The User accepts, declares and undertakes to use the Product and Applications in accordance with the instructions and information specified, that he/she has read and understood these instructions, and that he/she will not claim any compensation from the Company in case he/she cannot use the Product or Applications due to his/her failure to comply with these instructions and/or due to reasons arising from the software and hardware he/she is using.

The Company may develop and change its Products and Applications. For the use of new applications, the User must accept the new rules and conditions that may come with these applications.

Data reception and transmission required for the use of the Products and Applications are made through your current internet tariff.

Access to the Products and Applications and the quality of the transactions performed through the Products and Applications are also based on the quality of the service provided by the relevant operator, and the Company has no responsibility for any problems arising from the quality of the service in question.

The use of the Applications may require occasional updates of the Applications as well as the mobile phone operating system.

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The User shall have a password and a member name, which the User shall determine himself/herself while registering to the Application and which he/she is obliged to keep securely. The User may change his/her password at any time. The selection, change and protection of the password is the sole responsibility of the User. The User accepts, declares and undertakes that he/she is responsible for the transactions made with his/her password and that the Company does not have any responsibility unless he/she obtains a new password from the Application in case he/she loses his/her password or if third parties learn it.

The e-mail address and member name provided by the User during the first registration are unique to the User and the User has the opportunity to create a single membership with this e-mail address and member name. Two different memberships cannot be created with the same e-mail address and member name.

The User may not request the e-mail address, member name or password information of another User. It is forbidden to access another User's account by any means.

In order for the Company to fulfil the functions of the Products and Applications, it may be necessary for the Company to record, analyse, use, process, process, share and classify and store your personal and physical data transmitted to it by the Product, Application or User on a database in accordance with the provisions of the Information on the Protection of Personal Data, Data Security and Privacy Policy on the ecaservis.com.tr/mobil-uygulama-gizlilik-bildirimi website.

The User accepts and undertakes that the information and content provided by the User is accurate and lawful and belongs to the User. The Company is not obliged and responsible for investigating the accuracy of the information and content uploaded, modified and provided by the User, and for undertaking and guaranteeing that this information and content is safe, accurate and lawful.

The Company may conduct necessary content scans in order to detect any content that is contrary to the General Terms and Conditions or general rules of morality, hateful, threatening, pornographic content, obscene visuals or violence, containing alcohol or adult content (including advertisements) and any messages and content that cannot be accepted by the Company, and may remove these messages and content from access at any time, and for this reason, the membership may be suspended and / or terminated without any notice.

If the Company concludes that these General Terms and Conditions are violated by the User, the intellectual property rights of other persons are violated or the User is exposed to any risk or other possible legal sanction, the Company may remove any content or information belonging to the User in the Applications or terminate the membership without any notice.

The User may not transfer, rent, use or sell the right granted to him/her by the contract to third parties in any way without the written permission of the Company.

The Company has the authority to make changes to any content, at its sole discretion, and to remove content that it deems unsuitable.

All rights, ownership and interest on the Applications belong to the Company. Under this Contract, the User is granted a worldwide, free of charge, personal, non-transferable and non-exclusive licence (right of use) for the use of the Applications only.

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No provision in the Contract may be interpreted as partial or complete transfer of the rights, property and interests related to the Applications to the User.

The Company may unilaterally suspend and / or terminate the contract unilaterally without any compensation in the event that the User's behaviour contrary to this contract is detected. The User may unilaterally terminate this contract at any time without paying any price. However, the User does not have the right to return the products purchased from the Company except for the terms in the warranty certificate or the terms in the sales contract.

The Company provides the Products and Applications "as is" and does not claim or undertake that the Products and Applications are error-free, flawless, perfect. The User accepts that the use of the Products and Applications is entirely under his/her own responsibility and that it is his/her responsibility to use the Products and Applications in accordance with the other instructions and to receive service with satisfactory quality and performance in this direction. The Company declares that it has no implied warranties, satisfactory quality, fitness for a particular purpose, accuracy.

The Company shall not be liable in any way for any loss or damage incurred as a result of any intervention by the User or third parties, or for any errors, damages or deterioration in any software, equipment or data, or for any infringement of any copyright and proprietary rights arising from the use by the User.

The legal and criminal responsibility for every transaction and action of the User within the Applications belongs to the User.

The User shall use the Applications in accordance with all national and international legislation in force, rules and laws regarding the use of the internet; It accepts, declares and undertakes that it will not use it for any illegal, fraudulent or improper reason, will not participate in such an act, and will not act in violation of this contract.

The User shall not interfere with the functioning of the Applications or its suppliers' sites, goods or services, content, software, encryption system and data in any way that will damage, block access, overload or damage the functioning.

The User may not use the Applications in a way that prevents other users from benefiting from them. All information and content shared by the User through the Applications are the sole property of the User and all responsibility for this information belongs to the User.

No fee is charged for the use of the Applications. However, for the use of new applications to be offered by the Company in the future, you must accept and approve the General Rules and Conditions determined by the Company for the applications.

The Company is not responsible for any malfunctions that may occur in the systems in which the Products are used together. The Company shall not be held liable in any way for any damages that may occur due to defects and malfunctions of the systems used with the Products. The User agrees that it will not make any claim for incidental damages, loss of profit, special, indirect, punitive and other damages that are not directly caused by a breach of the Company and waives these rights in advance.

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The Parties shall not be liable for any breach of these General Terms and Conditions due to acts of God, martial law or state of emergency, civil commotion, war or military operations, national or local security, strikes and lockouts, compliance with any legal obligation, fire, lightning, explosion, flood, landslide, acts or omissions of Third Parties not under the responsibility of the Parties, or any similar or dissimilar cause beyond the control of the Parties.

It is forbidden for the User to copy, reproduce, process, modify, change, publish the Products or Applications in any way and with any technology, in whole or in part, directly or indirectly.

The Company may share your personal information with official institutions and/or judicial authorities within the scope of any investigation in order to meet the demands of official institutions in accordance with the legislation in force. The User accepts, declares and undertakes in advance that he/she consents to all kinds of information, announcements, services, promotions and advertisements to be made by the Company as long as he/she uses the Products or Applications.

In cases where no provision is made in this contract, the provisions of the Law No. 6502 on the Protection of Consumers and the relevant regulations shall apply. In the User's applications regarding all kinds of complaints and objections and in other disputes that may arise regarding this contract, the Consumer Problems Arbitration Committees in the User's settlement up to the value announced by the Ministry of Customs and Trade every year, and the Consumer Courts are authorised in disputes above the said value.