

## TERMS OF USE

### ARTICLE 1- PREAMBLE

Please read the terms provided below in order to visit the Internet Site named [www.gokidly.com](http://www.gokidly.com) and/or use KIDLY Mobile Application.

By visiting [www.gokidly.com](http://www.gokidly.com) Internet Site and/or using the KIDLY Mobile Application, you represent, agree and covenant that you have read and fully understood these Terms of Use, unconditionally accept and agree to comply with and be bound by all matters specified in the Terms of Use and in the Platform and you shall not object nor use any remedy in connection with the matters specified in the Platform. Please review these Terms of Use carefully. Please stop using the platform if you do not accept these Conditions.

### ARTICLE 2- DEFINITIONS

<b>Conditions:</b>	means these terms of use:
<b>Internet Site:</b>	means the internet site at <a href="http://www.gokidly.com">www.gokidly.com</a> where Services are provided, in connection with which all rights are owned by KIDLY.
<b>KIDLY:</b>	means KIDLY Yayıncılık ve Pazarlama Anonim Şirketi, having its registered office at Esentepe Mah Haberler Sokak No:6 D:5 Şişli/İstanbul adres.
<b>Materials:</b>	means all materials related with the general view and design of the Platform, including any information, images in the Platform and logo, icon, demonstrative, written, electronic, graphic or machine- readable technical data, computer, software, sales system, business method and business model.
<b>Mobile Application:</b>	means the KIDLY Mobile Application where services are offered and which is accessed through application markets such as Apple App Store, Google Play, etc., and for which all rights are owned by KIDLY.
<b>Platform:</b>	means the Internet Site and/or Mobile Application,
<b>User:</b>	means the person who subscribes by accepting the KIDLY User Agreement,
<b>Visitor:</b>	means a person who access to the Platform with or without subscription,

### ARTICLE 3- SUBJECT

Subject of these Terms is to specify provisions and terms related with the use of the Visitor Platform.

to

## ARTICLE 4- RIGHTS AND OBLIGATIONS

1. Any Visitor using the Platform represents and agrees that the Terms shall take effect with the use of the Platform and he/she shall be obliged to comply with the provisions of these Terms.
2. Other documents, warnings and legal records published in the Platform form an integral part of these Terms. Any Visitor using the Platform represents and agrees that any legal rights or obligations shall take effect with the use of the Platform and he/she shall be obliged to comply with the provisions of those documents, warnings, or legal records.
3. The Visitor agrees and covenants that:
  - Applicable laws, the international conventions or any other state laws shall not be breached,
  - In communications with KIDLY, any threatening, defaming and slandering, harassing or mobbing, obscene, misleading message, information, data, text, software, image or other material or any message, information, data, text, software, image or other material that breach confidentiality or intellectual property rights of other persons or impose legal or criminal liability to the Visitor shall not be sent,
  - Malicious codes and Materials shall not be sent to or placed in the Platform,
  - Communication features of the Platform shall not be used in a manner restricting or destroying the access to sources of the Platform by other Users and Visitors,
  - Any act that hinder or delay the use of the Internet Site by other Visitors shall not be committed, servers or databases shall not be locked/ tampered with automatic programs and no fraudulent act shall be attempted.
4. The information given by the Visitor is based on and used in the transactions, notifications, posts and/or correspondences to be made with KIDLY. The Visitor represents and warrants that all information that he/she provides to KIDLY is correct, true, and accurate. KIDLY acknowledges that all information provided is correct and acts accordingly. KIDLY shall not be held responsible for any errors that may occur due to incorrect, inaccurate and untrue information.
5. Using all or some parts of the Platform for the purposes of damaging, modifying, reverse engineering; attempting access to the Platform in a manner hindering, damaging the communication and technical; systems or intervening with the systems; using automatic program, robot, spider, web crawler, spider, data mining, data crawling, etc. "screen scraping" software or systems, automatic tools or manual process in the Platform; unauthorized access to the data or software of other Visitors; attacks, attempt to access the servers, using the Platform and/or contents of the Platform in breach of the terms specified in the Terms are illegal and KIDLY reserves right to claim and pursue compensation of any loss or damage that may be suffered.

6. The Visitor agrees that KIDLY is entitled to make the required interventions, prevent the use of the Platform and/or file a legal action against the Visitor and claim any loss or damage that may be suffered in case obligations agreed and undertaken under these Terms are breached and/or the Platform is used in breach of the law.
7. Different rules and obligations may be published in certain sections of the Platform. Persons using the relevant sections are deemed to have accepted the rules in advance.

#### **ARTICLE 5- LIMITATION OF LIABILITY**

1. UNDER NO CIRCUMSTANCES WILL KIDLY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE PLATFORM, THE VISITOR'S USE OF THE PLATFORM, THE INFORMATION THEREIN, OR ANY OTHER MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE VISITOR'S SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, THE INFORMATION THEREIN, OR ANY OTHER MATERIALS IS TO CEASE ALL OF THE VISITOR'S SITE USE.
2. The Visitor may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to the Visitor, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to the Visitor.
3. The use of the Platform and the risk of uploading data belong solely to the Visitor, and it is the Visitor's sole responsibility to meet, maintain and update all software and hardware needs necessary for the prevention of malicious and damaging codes or Materials, the accuracy of data entry and removal, or recovery of any lost data.
4. Even though KIDLY has taken the utmost care during the preparation of the Platform content, it does not make any statement about the accuracy, usefulness, up-to-datedness and/or integrity of the content; does not make any guarantees in this regard and does not accept any liability for this content and/or the decisions taken by relying on this content.
5. KIDLY may temporarily or permanently restrict the use of all or some areas or features of the Platform when necessary due to capacity or other technical limitations, or for the security or integrity of the Platform's servers, or to carry out repair measures that ensure the smooth or improved functioning of the Platform.
6. Due to the nature of the capabilities such as technologies based on the use of the Internet and radio frequencies that provide information/data transmission; KIDLY does not undertake the uninterrupted and continuous accessibility and use of the Platform. Any event affecting the Visitor's continuous and uninterrupted internet connection,

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transmission and processing of radio frequencies will not cause any liability on KIDLY

7. In cases where KIDLY is legally liable under non-contractual provisions; such liability shall be limited to damages that may occur in the ordinary course of life to a foreseeable extent. KIDLY has no additional liability and nothing under these Terms shall be construed as a penalty clause against KIDLY.
8. The Website may contain links or references to other websites that are beyond the control of KIDLY. KIDLY is not responsible for the content of these sites or any other links they contain.
9. Any limitation of KIDLY's liability under these Terms shall be enforced to the fullest extent possible by law. In case the Visitor has other rights arising from the law; the duration of if any, legal liabilities shall be limited to the greatest extent legally possible.

## **ARTICLE 6- INTELLECTUAL PROPERTY**

1. All intellectual property rights, all rights and interests in the Materials and including processing, reproduction, dissemination, representation belong to KIDLY or its third-party business partners. KIDLY has obtained the necessary licences from the relevant rights holders regarding the content offered within the Platform. In this respect, it is strictly forbidden to reproduce, copy, distribute, process data, transmit all kinds of pictures, texts, images, files, etc. within the Platform to the public by means of sign, sound or image transmission and use it in other ways, including copying and/or using the information and/or software used in the design, content and database creation of the Platform and/or its use beyond making use of the Platform,
2. These Terms grant the Visitor a personal, non-transferable, and non-exclusive right to use only the services provided on the Platform. Nothing in these Terms may be interpreted as granting any right, property or interest, in whole or in part, to the Visitor.
3. The Visitor shall not be entitled to copy, modify, reproduce, create derivative works, reverse engineer, decompile or otherwise try to access the source code of the software running on the Platform.
4. The Visitor shall not be entitled use KIDLY's trade name, trademarks, service marks, logos, domain names by any reason whatsoever.
5. The Visitor is solely responsible for any damage that may occur to other Visitors and/or KIDLY due to the Visitor's behaviour/actions that constitute a violation of intellectual and/or industrial rights.
6. If the Visitor believes his/her work has been copied in a way that constitutes copyright infringement, or the Visitor's intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to KIDLY's designated agent for the receipt of such claims (the "Copyright Agent"):
  - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
  - A description of the copyrighted work that the Visitor claims has been infringed;
  - A description of where the material that the Visitor claims is infringing is located on

to

the Site

- The Visitor's address, telephone number, and e-mail address;
- A statement by the Visitor that he/she have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by the Visitor, made under penalty of perjury, that the above information in his/her notice is accurate and that he/she is the copyright owner or authorized to act on the copyright owner's behalf.

KIDLY's Copyright Agent for notice of claims of copyright infringement on the Site is [name of agent for notice], who can be reached as follows:

- By Mail: Esentepe Mahallesi Haberler Sokak No:6 D:5 Sisli Istanbul Turkiye
- By Phone: 0542 117 31 32
- By E-mail: alican@gokidly.com

## **ARTICLE 7- PERSONAL DATA**

7.1. The Visitor represents and agrees that his/her personal data may be processed as described in the Website Privacy Policy <https://file.kidly.world/content/agreement/us/GizlilikSozlesmesi.pdf>, as well as via cookies of the third party service providers in accordance with KIDLY Cookies Policy and licenses granted when the Internet Site is visited.

## **ARTICLE 8- DISCLAIMER**

THE PLATFORM, ALL INFORMATION CONTAINED THEREIN, AND ANY OTHER MATERIALS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THE VISITOR AGREES THAT USE OF THE PLATFORM, ALL INFORMATION CONTAINED THEREIN, AND THE OTHER MATERIALS IS AT THE VISITOR'S SOLE RISK. KIDLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT THE VISITOR'S JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO THE VISITOR. THE VISITOR'S SOLE AND EXCLUSIVE REMEDY RELATING TO THE VISITOR'S USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

## **ARTICLE 9- MISCELLANEOUS**

### **1. Amendment of the Terms**

KIDLY may, at its sole discretion and unilaterally, amend these Terms at any time it deems appropriate by posting it on the Platform. Amended provisions of these Terms shall take effect on the date of posting, and remaining provisions shall remain in effect and shall be binding upon parties.

Each real or legal person who access to the Platform or use the services of the Platform upon paying a certain amount of fee or free of charge shall be deemed to have accepted the Terms

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of Use and any amendment made to the terms of use by KIDLY.

## **2. Governing Law**

Implementation and interpretation of these Terms shall be governed by Turkish laws.