

Terms & Conditions

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PLEASE NOTE: THESE TERMS AND CONDITIONS ARE FOR USERS BASED IN TURKEY ONLY. IF YOU ARE USING THE APP OUTSIDE OF TURKEY, DIFFERENT TERMS AND CONDITIONS WILL APPLY BASED ON YOUR LOCATION. THE APP WILL DISPLAY THE APPLICABLE TERMS AND CONDITIONS TO YOU BASED ON YOUR LOCATION.

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1. Definitions

Agreement: Pre-disclosure Form between the parties and distance sales agreement that has been prepared as per the information in the form.

App: Getir's application or web site which can be used on mobile and other devices with internet connection where the products/services offered by Getir to its customers may be ordered and which all intellectual and industrial property rights are owned by Getir.

Customer: person placing a product or service order using the App.

Getir: Getir Perakende Lojistik Anonim Şirketi.

Party or Parties: Customer and/or Getir.

Product(s): service or product offered by Getir to the Customer and selected by Customer from the offerings on the App within the service areas where Getir operates.

Terms: These terms and conditions in its entirety.

Member Business: Restaurants listed under Getirfood and businesses listed under GetirLocals.

2. Application and Membership

2.1. Customer may begin using the App in accordance with these Terms by downloading the App, filling out the sections required for registration, confirming the GSM number and entering its password.

2.2. Customer accepts that all information provided while registering to the App is complete, accurate and up-to-date at all times and in every respect. Customer may update its information at all times through the App.

3. Use of the App

3.1. Getir performs deliveries in the areas designated by it where orders may be placed on the App. Products within the relevant designated area and assigned to the relevant designated area is displayed to Customer once Customer selects a delivery address on the App.

3.2. The delivery time displayed on the App to Customer is a non-binding estimate until when Getir aims to complete the delivery. Getir shall not be held responsible for failure to deliver the Product within the estimated time period.

3.3. Product sale price, delivery fees, delivery vehicle fees and any and all other additional fees including taxes, duties and charges shall be withdrawn, as specified in the Agreement, from the credit/debit card or other payment method provided by the Customer.

3.4. Customer enters its credit/debit card information into the system only once when it selects Online Payment Option, and this information is used in the orders that follow without requiring payment information to be re-entered. Payment infrastructure for the Online Payment System is provided by MasterCard. Getir only keeps the first six and last two digits of the credit/debit card in its systems. Customer may save one or more credit/debit card or other payment method on the App and may enter into transactions using the selected credit/debit card or payment method.

3.5. Customer shall select one of the tip amounts displayed in the courier scoring screen or insert a tip amount and be redirected to a payment screen in case Customer wishes to tip the courier delivering its order through the App. Tipping is optional and based on Customer satisfaction. The tip selected by Customer will in its entirety be paid to the courier whom the Customer wishes to tip. Getir will only collect the tip as an intermediary.

3.6. By clicking "Send" button after selecting or inserting the tip amount, Customer agrees to (i) tip the courier at the selected amount and (ii) Getir to charge Customer for the selected amount from the credit card used in the relevant order over Online Payment System or from another card added/selected by the Customer. Tip payment will be charged as a separate payment to the credit card used in the relevant order. Tip payment cannot be cancelled; upon clicking "Send" button Getir will collect the entire tip amount and will not be able to refund the tip thereafter.

3.7. In the event the credit/debit card used in the Online Payment System is illegally used by a third party other than the card holder, Customer accepts that the terms of the Law on Debit Cards and Credit Cards numbered 5464 and dated 23.02.2006 and the Regulation on Debit Cards and Credit Cards published in the Official Gazette numbered 26458 and dated 10.03.2007 shall be applicable.

3.8. In the event Customer loses its device used on the App or the device gets stolen, third parties will not be able to access card information saved on the App. However, Customer is required to notify Getir and terminate its use of the card. Third parties may otherwise be able to continue making Getir order payments through the App. Getir cannot be held responsible in such cases.

3.9. For payments made with İstanbulkart, reimbursement will be made by providing the Customer with a gift coupon allowing it to pay for one or more products in case the Customer exercises its withdrawal right for or returns all Products in the order.

3.10. Customer assumes full responsibility for the security and retention of the system access devices (username, password etc.) it uses for utilizing the services offered by Getir on the App as well as restraining disclosure of the same to third parties. Customer is obliged to ensure that the credit/debit card and other payment method information is not disclosed to third parties and that such information is not saved in the accounts used by third parties on the App.

3.11. Customer is deemed to have performed its payment obligations owed to Getir upon making payments to Getir. No payment requests other than tip payment may be requested from Customer during order delivery or after delivery.

3.12. Customer will be informed in detail regarding the terms of delivery, payment and right of withdrawal in the Agreement.

3.13. Product will be delivered to the address provided by Customer while placing the order, it may not be changed after placing the order. Getir assumes no liability in the event Customer or the specified recipient is not present in the delivery address, the said persons refuse to take delivery of the Product or if the address is incorrect, and Getir will be deemed to have made full and complete performance in such event. Any and all losses arising from the Customer's late acceptance of the delivery of the Product as well as any and all costs arising in connection with the Product being held due to Customer's fault and/or return of the Product to Getir due to non-delivery shall be borne by the Customer. Getir may suspend performing services to those customers abusing such situation.

3.14. From time to time there might be sales on the Website for social responsibility projects. Unless otherwise stated in the content of the project, the Products for the social responsibility project will either be delivered to the association or the foundation we work with or to another address you specified. The products will not be delivered to your address. We suggest you to review the Products for the social responsibility project before supporting the project. Deliveries made within this context may not be subject to right of withdrawal. For more information on our social responsibility projects you may visit <https://getir.com/sosyal-sorumluluk-projeleri/>.

3.15. Customer may submit any complaints to Getir's customer services by phone at +90 (850) 532 50 50 or by e-mail at info@getir.com

3.16. Customer utilizing the services offered by Getir agrees to use the App in compliance with applicable laws and its intended purpose and assumes any and all legal liability that may arise in connection with any transactions and actions taken by it on the App. Getir shall in no way be held liable whether directly or indirectly for any transaction, action and/or activity of Customer through and/or on the App in violation of the Terms and applicable laws.

3.17. In the event Customer fails to utilize services due to technical malfunctions caused by Customer, Getir shall not be held liable for its failure to perform its obligations and no claim can be made to Getir in such respect, under any title.

3.18. Customer accepts that all orders and purchases placed on the App are made to end users for personal use and consumption, and not intended for re-sale.

3.19. Customer accepts that no sale of tobacco products and alcoholic beverages shall be made through the App as per the Regulation on the Procedures and Principles regarding the Sale and Presentation of Tobacco Products and Alcoholic Beverages and relevant legislation, and that it shall not submit any requests for the supply of the same through the App.

3.20. When Customer places a delivery order from a Member Business, the order will be prepared by the Member Business and delivered as per the delivery method selected by Customer. Receipt or invoices for the order shall be prepared by the Member Business and delivered to Customer together with the order.

3.21. When Customer places an order for a product/service of the Member Business using GetirFood and/or GetirLocals, Getir acts as an intermediary only and thus shall not be held liable for the quality of the product/service offered by the Member Business, failure of the Member Business to provide correct delivery, or for compensating any losses of Customer caused by Member Business in relation to product/services offered on the App.

3.22. Payment refund for orders placed on GetirFood shall only be made in the following circumstances: (i) mandatory cancellation of the order due to failure to communicate the order to the relevant restaurant or inability of the restaurant to prepare or deliver the order due to events such as excessive volume, lack of courier, power failure, accident; (ii) cancellation by Customer as approved by the Member Business, if the order is not already prepared; (iii) mandatory partial or full cancellation of the order due to partial or full lack of order supply; (iv) cancellation upon approval of the relevant Member Business in case of late delivery of the product ordered; (v) cancellation caused by inaccurate, damaged or defected product; or (vi) cancellation due to dissatisfaction upon approval of the Member Business.

3.23. Payment refund for orders placed on GetirLocals shall only be made in the following circumstances: (i) mandatory cancellation of the order due to failure to communicate the order to the relevant business or inability of the business to prepare or deliver the order due to events such as excessive volume, lack of courier, power failure, accident; (ii) cancellation by Customer as approved by the Member Business, if the order is not already prepared; (iii) mandatory partial or full cancellation of the order due to partial or full lack of order supply; (iv) cancellation upon approval of the relevant Member Business in case of late delivery of the product ordered; (v) cancellation caused by inaccurate, damaged or defected product; or (vi) cancellation due to dissatisfaction upon approval of the MemberBusiness, and (vi) in case the Customer uses the right of withdrawal according to the Agreement. Products / services that the right of withdrawal cannot be used are specified in the Agreement. In this context, Getir or Member Business will not be able to accept the cancellation and refund for all or part of the relevant order and may not be able to make a refund.

3.24. Refunds for cancellations and returns may vary depending on the payment method chosen by the Customer. Refunds for payments made by credit / debit cards will be made according to the procedures of the relevant banks.

3.25. In cases where a payment refund will be made to Customer due to inaccurate or incomplete delivery of the order placed on GetirFood/GetirLocals, receipt or invoice prepared by the relevant Member Business and delivered to Customer in relation to the cancelled order (if any) shall be returned to Getir.

3.26. Delivery is limited to availability of Member Business at the time of order for orders placed on GetirFood/GetirLocals. Getir may not be able to perform delivery of the products that are unavailable in the relevant Member Business. Display of the products on the App shall not mean such products are available in Member Business's stock.

3.27. Getir may correct the error and perform delivery or cancel the order by notifying Customer in the event of an error in the prices or product features of Member Business' product/services offered on the App. Getir shall use necessary care for providing true and accurate information regarding the content of the products offered by the Member Business on the App; however, Getir shall not be held liable for any problems or losses that may arise due to incomplete and/or erroneous information presented by the Member Business in relation to order content.

3.28 As of 09.06.2021, comments that are deemed suitable by Getir might be published.

3.29. Regarding the content/comments shared in the App; The Customer is solely responsible for all the features of the content and comments, especially the accuracy, quality, legality, appropriateness, reliability and quality.

3.30. In order to determine whether the comments are legally complaint or violate these Terms and Conditions (such as cases where illegal contents are reported to us) and to comply with legal obligations, Getir will be able to review the comments. In addition, content that is considered to be violating the laws or these Terms and Conditions can be changed, deleted, and access / viewing for these contents can be blocked by Getir. Getir reserves the right not to publish comments.

Getir reserves the right to suspend Customer's membership or remove Customer from the App permanently in any cases where it is determined that comments and scoring are misused and abused.

3.31. Customer cannot share comments, posts and other content in the transactions to be carried out in the App within the following scope:

Any inappropriate or illegal content.

Content that is harmful, offensive, damaging and / or offensive to other users and / or third parties.

Content that threatens any person or organization.

Content that is offensive or harmful to any person.

Content that may / may disturb users in general.

Contents that are constantly shared by a single user and are irrelevant to the subject and page content.

Identical content (spam) shared by one or more users.

Advertising contents on behalf of another brand or institution.

Any comments, links and content that support and encourage illegal initiatives.

Any content that infringes the rights of any third party or organization.

3.32. Customer is exclusively responsible for any content/comment provided to the App. Customer declares that any Customer content/comment posted is (i) lawful; (ii) does not infringe any rights of third parties, including intellectual property rights; and (iii) Customer has all the necessary rights and authority to provide the content.

3.33. Campaigns listed in the App may be arranged instantaneously, regionally, individually, based on product or payment option. The use of our single or limited number of defined campaigns can be limited based on Getir account, device, credit card, e-mail address, location and similar information to prevent the use of multiple campaigns or misuse.

3.34. Links might be provided within the Application leading to websites or content which are not controlled by Getir. Getir bears no liability regarding the content, goods or services offered on the portals or websites accessed through said links.

3.35. The Member has the opportunity to delete their membership within the Application or via Getir's communication channels. Following the deletion of the membership, the Member accepts that they may not be able to access the previously defined campaigns if an account is re-opened with the phone number of the deleted account. In this context, the Member will not have any claims against Getir.

4. GETİRBITAKSI

If the Customer uses the GetirBitaksi service, the following provisions will be valid between the Parties.

GetirBitaksi service is offered through the mobile application.

4.1. Terms and Conditions

You may access Bitaksi Terms and Conditions from the link below:

[Bitaksi Terms and Conditions](#)

4.2. GetirBitaksi Protection of Personal Data

You may click the links below to review our policies regarding your personal data processed for GetirBitaksi services:

[GetirBitaksi Statement Regarding Protection of Personal Data](#)

5. GETIRJOBS

If the Customer uses the GetirJobs services, the following provisions will be valid between the Parties. GetirJobs service is offered through the mobile application.

5.1. Terms and Conditions

You may access GetirJobs' Terms and Conditions from the link below:

[GetirJobs Terms and Conditions](#)

5.2. GetirJobs Protection of Personal Data

You may click the links below to review the policies regarding your personal data processed for GetirJobs services:

[GetirJobs Statement Regarding Protection of Personal Data](#)

6. GETIRDRIVE

If the Customer uses the GetirDrive services, the following provisions will be valid between the Parties. GetirDrive service is offered through the mobile application.

6.1. Membership Agreement

You may access Moov Membership Agreement from the link below:

[Moov Membership Agreement](#)

6.2. GetirDrive Protection of Personal Data

You may click the links below to review the policies regarding your personal data processed for GetirJobs services:

[GetirDrive Statement Regarding Protection of Personal Data](#)

7. PROTECTION OF PERSONAL DATA

7.1. Getir cares about protecting your personal data. You may click the links below to review our policies regarding your personal data:

[Privacy Statement Regarding Protection of Personal Data](#)

[Customer Personal Data Protection Policy](#)

7.2. Customer accepts, declares and undertakes that the information contained in the registration form is correct; only one mobile phone number can be defined for each Customer profile; the defined mobile phone number cannot be changed; a new mobile phone number can be defined only if a new Customer profile is created on the App; and Customer will be responsible for any transactions conducted with her/his registered mobile phone number.

7.3. Customer accepts, declares, and undertakes that all personal data (full name, address, phone number, etc.) Customer shares with Getir within the scope of the membership belongs to the Customer; if Customer shares personal data of third parties with Getir, Customer shall inform and obtain consent of the third parties to whom personal data belongs; and that Customer is responsible for sharing personal data with Getir that are accurate and up to date.

7.4. Customer may ask for the erasure of their Getir membership in line with our Privacy Statement Regarding Protection of Personal Data. Once the membership is deleted, the Customer will not be able to reactivate her/his deleted membership and will not have access to any membership information through the App. Please note that registration through recently deleted phone numbers will automatically be suspended for a period of time determined by our internal systems for the security of the App.

8. TERMINATION

8.1. Customer may terminate its use of the App by deleting the App from its used device at all times. Getir reserves the right to suspend or stop its services at any time.

8.2. Getir reserves the right to suspend Customer's membership or remove Customer from the App permanently or cancel any order in cases where any violation of the Terms, applicable laws or good faith/moral rules or misuse by Customer is determined or in cases that raise security concerns.

8.3. Customer may ask for membership deactivation. Deactivating the membership means the Customer will not be able to log in to the App with her/his credentials until the membership is activated again. When the Getir membership is deactivated, any links with the payment service providers (i.e., linked cards), and addresses under the membership will no longer be available.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All rights in relation to Getir services, intellectual property rights, Getir trademarks, Getir trade images or any and all elements of the App including but not limited to design, texts, images, html codes and other codes of Getir as well as any and all rights in rem and personal rights, trade information and know-how of Getir shall belong to Getir exclusively.

9.2. Customer may not use, copy or distribute Getir services and Getir's work listed above for commercial purposes, and it may not engage in or prepare any work derived from such work.

9.3. Customer accepts that it shall not duplicate, copy, distribute, process any pictures, texts, visual and auditory images, video clips, files, databases, catalogs and lists owned by Getir and/or third parties available on the App.

10. AMENDMENTS

Getir may unilaterally amend the Terms herein at all times as it deems appropriate at its sole discretion by publishing on the App.

11. FORCE MAJEURE

Getir shall not be held liable for late or incomplete performance of any of its obligations under the Terms or for its failure to comply with any of its obligations herein in case of any events which may objectively prevent or delay its compliance with its obligations including but not limited to adverse weather conditions preventing transportation, transportation disruptions, infrastructure and internet malfunctions, fire, earthquake, flood and other natural disasters as well as extraordinary events including epidemics, turmoil, widespread violent acts, strikes or regulations by official authorities.

12. GOVERNING LAW AND JURISDICTION

12.1. The Terms herein are governed by and shall be construed in accordance with the laws of the Republic of Turkey.

12.2. Parties accept the jurisdiction of the consumer arbitration committee located in the registered address of Customer and Getir for any disputes arising from the Terms within the monetary limits set out under relevant legislation, and the jurisdiction of the consumer courts located in the address of the Customer and Getir for any disputes arising from the Terms outside the said monetary limits.

12.3. For disputes not related to consumer laws, İstanbul Central (Çağlayan) Courts and Execution Offices shall have jurisdiction.

13. EVIDENCE AGREEMENT

Customer accepts that both the information kept in Getir's official books and commercial records and electronic records and computer and voice records kept in Getir's databases and servers shall constitute evidence for any and all disputes which may arise in connection with the Terms, and that this clause herein constitutes an evidence agreement within the meaning of article 193 of the Code of Civil Procedure.

14. EFFECTIVE DATE

Customer accepts that it will be bound by the Terms during the download of the App to its device, while creating a membership and its during use of the App.

Last Update: 14/07/2022