

# Getir - Global Career Website Terms of Use

Welcome to the website <https://career.getir.com>. Please read these terms and conditions carefully before using this site and our services.

## 1. What's in these Terms?

1.1. These terms of use ("**Terms of Use**") apply to the access and use of the website <https://career.getir.com> ("**Site**") and contain all the agreed terms regarding the use of the Site. The Site allows users to discover Getir, learn more about job opportunities offered by Getir, and apply for those job opportunities directly or through third-party candidate portals (e.g. Greenhouse) (together the "**Services**"). This site is provided by the Getir affiliate in your country of residence ("**Getir**", "**we**", "**our**", "**us**") as described in the section entitled "*Our information and how to contact us*" in these Terms of Use.

The terms "**User**" or "**you**" describe a person or an institution, using or accessing the Site through any means.

## 2. Acceptance of these Terms of Use and use of our Services

2.1. Users acknowledge that all information provided during the application process is always accurate, complete, and up to date. Getir is not liable for or obligated to research the accuracy of content or information uploaded, amended, or provided by the User on the Site regarding themselves, or to pledge or guarantee that said information and content is safe, accurate and lawful. The User bears exclusive liability for any damages that might be incurred by Users, Getir or third parties due to said information and content being false or mistaken.

2.2. Users must act in accordance with these Terms of Use and applicable law. If you do not agree to these Terms of Use, you must not use our Site or Services.

2.3. Access to our Site and Services is provided on a temporary basis and we reserve the right to withdraw or suspend access at any time at the discretion of Getir.

2.4. Users must be aged 18 or older to use our Services. Users must not use the Services if they are under the age of 18, unless consent is given by the holder of parental responsibility of the child.

2.5. Users shall comply with all applicable laws and shall not perform or fail to perform any act that you know or reasonably should know would place us or our affiliates in violation of applicable laws.

## 3. Other terms that may apply to you and the protection of your personal data

3.1. We will process certain data when you access and use our Site and Services and apply for a job with Getir. We will process your personal data as set out in the [Website Privacy Policy](#).

3.2. Please note that if you visit other Getir sites or applications, other terms and conditions and privacy notice apply on those sites and applications. In addition, when you apply for a job vacancy offered by Getir via a third-party candidate portal, third party terms and conditions may apply to you. We recommend that you review them.

## 4. We may make changes to these Terms of Use

We may amend these Terms of Use or any part thereof at any time. We endeavor but do not undertake to announce amendments of the Terms of Use within a reasonable time before the amendments become effective. Amendments to these Terms of Use shall become effective as of the date of the announcement, or after the User uses the Site or the Services following the amendment with the updated Terms of Use, whichever is earlier. Using the Site with the updated Terms of Use shall be deemed as an acceptance by the User from that moment. Users should visit this page periodically to see any updates to the Terms of Use.

## 5. Changes to our Site and Services

5.1. Getir reserves the right to change the Services and content offered on the Site at any time or to delete any content uploaded by Users. Getir may make use of this right without granting any prior notification or grace period. Any of the content on the Site and Services may be out of date at any time and we are under no obligation to update or maintain such content.

5.2. Our Site and Services are made available “as-is”, “as-available” and free of charge without any warranties. We do not guarantee that the Site, or any content on it, will always be available, be uninterrupted or error-free. We may suspend, or cease, or withdraw or restrict the availability of all or any part of the Site for business and/or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

5.3. We will not be liable if, for any reason, our Site and/or Services are unavailable at any time for any period, irrespective of the reason hereof.

5.4. Users are responsible for ensuring that all persons who access the Site through their device are aware of these Terms of Use and other applicable terms and that they comply with them.

## **6. Transfer of our rights and obligations under these Terms of Use to third parties**

6.1. We have an unlimited right to transfer our rights and obligations under these Terms of Use, the agreements to which these Terms of Use apply, and our Services, in whole or in part, to third parties. Users hereby give their irrevocable consent to a transfer as referred to above. You have the right to terminate your use of the Services, any agreement concluded with us including Services delivered by us with immediate effect, unless we inform you that this transfer of our rights and obligations takes place in the context of a transfer of our business.

6.2. We do not represent that content available on or through the Site is appropriate for use or available in locations outside those jurisdictions where we have an operating affiliate (as set out in the section entitled “*Our information and how to contact us*” in these Terms of Use).

## **7. Information on the services**

7.1. Although we make reasonable efforts to update any information on the Site, Getir makes no representations, warranties, or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date.

7.2. The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.

7.3. We disclaim all liability and responsibility arising from any reliance placed on the content on our Site or accessible via the Services by any user or by anyone who may be informed by the content.

## **8. How Users may use material on our Site and Services**

8.1. When accessing and using the Site and Services, you agree to respect the intellectual property rights of others.

8.2. Users are not permitted to copy or download extracts of any page(s) or other content from the Site. If a User prints off, copies or downloads any part of the Site, the User's access to the Site may be withdrawn immediately and the User must return or destroy any of the copied materials at Getir's request.

8.3. Users are not allowed to use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

8.4. Users must not modify the paper or digital copies of any materials in any way, and Users must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.5. Our status (and that of any of our affiliates) as the authors of content on the Site must always be acknowledged.

8.6. TO THE FULLEST EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT SHALL WE AND/OR OUR SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE), RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE OR SERVICES. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF US AND OUR SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS TO YOU, FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, ONE HUNDRED U.S. DOLLARS (OR EQUIVALENT IN THE RELEVANT LOCAL CURRENCY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU; ALL OTHER PROVISIONS OF THESE TERMS REMAIN IN FULL FORCE AND EFFECT.

## **9. Websites and services that we link to**

9.1. Where our Services contain links to other websites, apps, services, resources and information provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites, apps, services, resources and information you may obtain from them. We have no control over the contents of those sites and services or resources.

9.2. We have no control over the contents of those sites and services or resources.

## **10. Our responsibility for loss or damage suffered by you**

10.1. We are not liable for damages Users may incur which (a.) are the result of (i) use of the Site; (ii) the unavailability or unsafe availability of the Site or parts of it; (iii) the content of, and information on, the Site (including texts, photographs, videos, sound and other content/information); (vi) Services we provide to you or (b.) otherwise relate to the Site, unless the damage concerned was caused intentionally by our board of management or by the subordinate managers in our management team.

10.2. Please note that we only provide the Site for domestic and private use. Users agree not to use the Site for any commercial or business purposes.

## **11. Personal information**

11.1. We may collect or use automatic means to collect information about you, your device and your use of the Site and Services. This will only be performed in accordance with our [Privacy Notice](#).

11.2. We reserve the right to disclose confidential information that users have communicated to us when required by law, regulation, rule, ordinance and/or any other legal mandate, court order or government request.

## **12. We are not responsible for viruses and you must not introduce them**

12.1. We do not guarantee that our Site and Services will be secure or free from bugs, viruses or other harmful mechanisms.

12.2. Users are responsible for configuring your information technology, computer programmes and platform to access our Site and Services. You should use your own virus protection software. Unless required by law, we assume no liability for any computer virus or other similar software code that is downloaded to your computer.

12.3. Users will not misuse the Site and/or Services by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You will not attempt to gain unauthorised access to the Site and Services, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By

breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant governmental authorities and provide them with any information we have about you. In the event of such a breach, your right to use the Site and Services will cease immediately.

12.4. By using the Site or the Services, Users accept, state and undertake that they are personally liable for any errors that may occur in their own software and operating systems, and eventual consequences thereof whether direct or indirect.

### **13. Acceptable use policy**

13.1. Users may use our Site and Services for lawful purposes only. You may not use our Site and Services:

13.1.1. in any way that breaches any applicable local, national or international law or regulation;

13.1.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

13.1.3. for the purpose of harming or attempting to harm us, other persons or third parties in any way;

13.1.4. to bully, insult, intimidate or humiliate any person; to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in this section 17;

13.1.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

13.1.6. to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Site, any computer software or hardware; or in a manner that causes damage, disruption, overload, obstruction or impairment of the Site, our systems or security or is disruptive to (other) users of the Site.

13.2. Users also agree:

13.2.1. not to reproduce, duplicate, publish, copy or sell any part of the Site;

13.2.2. not to interfere with, damage, disrupt or access without authority:

13.2.3. any part of the Site;

13.2.4. any equipment or network on which the Site is stored;

13.2.5. any software used in the provision of the Site;

13.2.6. any equipment or network or software owned or used by any third party; and

13.2.7. not to use automated computer programs, software agents, bots, spiders or other software or applications to scan, copy, index, sort or otherwise exploit (the content of) the Site.

13.3. Any User violating any term of these Terms of Use is personally liable. Users accept, state and undertake that they shall keep Getir free from the consequences of any such violations.

13.4. Users, accept that Getir has no responsibility during and after the recruitment process.

13.5. Any job posting, interview, account membership or other use of the Site or Services does not in any way constitute an official offer of employment.

### **14. Rules about linking to the Site**

14.1. You may link to our home page, provided you do so in a way that is fair, legal and does not damage our reputation or take advantage of it.

14.2. You must not establish a link in such a way as to suggest any form of association, representation, approval or endorsement on our part where none exists.

14.3. You must not establish a link to the Site on any other site that is not owned by you.

14.4. The Site must not be framed on any other website, apps and other media, nor may you create a link to any part of the Site other than the home page.

14.5. We reserve the right to withdraw linking permission without notice.

14.6. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy above.

14.7. If you wish to link to or make any use of content on the Site other than that set out above, please contact support@getir.com.

## 15. Technical and organizational security measures

15.1. Getir is entitled to take technical and organisational security measures when necessary. Getir may perform such activities through sub-contractors or by itself at its own discretion. These measures may include audit, risk management, User access information, electronic access, assessments, password controls designed to manage and control password strength, expiration and usage, authentication, event logging, related monitoring procedures, record user access and system activity, backups etc. Users are not entitled to object to these security measures. If you do not wish to participate or comply with these measures, you may cease to use the Site or the Services.

15.2. Upon becoming aware of a security incident, User shall inform Getir without undue delay and shall provide all such timely information and cooperation as Getir may require in order to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable data protection law.

15.3. Getir will comply with the personal data protection rules and policies as stated herein while taking these measures.

## 16. Our information and how to contact us

16.1. The Services are operated by the Getir affiliates (“**Getir**”) set out in the table below. The responsible affiliate for each User is the affiliate that operates in the User’s country of residence.

| Country or region | Company name                      | Company information   |
|-------------------|-----------------------------------|---|
| France            | Getir France S.A.S.               | Registered with company registration number 898 472 931 (R.C.S Nanterre) with its registered office is at 14 Rue Beffroy 92200 Neuilly-sur-Seine, France.       |
| Germany           | Getir Germany GmbH                | Registered with company registration number HRB 226170 B with its registered office at c/o Design Office, Alexanderufer 3-7, 10117 Berlin, Germany              |
| India             | Huvi Technologies Private Limited | A company incorporated under the laws of India with its registered office at WeWork Embassy Quest, 45/1, Magrath Rd, Ashok Nagar, Bengaluru, Karnataka - 560025 |
| Italy             | Getir Italy S.r.l.                | Registered with company registration number 11685670967 with its registered office at Via Cino del Duca 5 - 20122 Milano, Italy                                 |
| Netherlands       | Getir Netherlands B.V.            | Registered with company registration no. 82163057 with its registered office at Keizersgracht 572, 1017 EM Amsterdam, Nederland                                 |

|                          |                                     |   |
|--------------------------|-------------------------------------|---|
| Portugal                 | GetirPT,<br>Unipessoal<br>LDA       | Registered with an NIPC of 516569201 with its registered office at Avenida da Liberdade, 249, 1.º, 1250-143 Lisboa, Portugal.   |
| Spain                    | Getir Spain<br>S.L.U.               | Registered with an NIF of B-02988046 with its registered office at Plaza del Gas, 1 Edificio B, 08003, Barcelona, Spain.  |
| Turkey                   | Getir<br>Perakende<br>Lojistik A.Ş. | Registered in Turkey under Mersis number 0394048265800010, Trade Registry Number 969158-0, Tax number 3940482658 with its registered office at Etiler Mah. Tanburi Ali Efendi Sok. Maya Residences Sit. T Blok No:13/334 34337 Beşiktaş/İstanbul, Turkey. |
| United Kingdom           | Getir UK<br>Limited                 | Registered under company number 12548945 with its registered office at WeWork, 30 Stamford Street, London, United Kingdom, SE1 9LQ.   |
| United States of America | Getir US,<br>Inc.                   | A Delaware corporation with a registered office at 220 N. Green Street, Chicago, IL, 60607.   |

18.2 To contact any of our affiliates, please email [support@getir.com](mailto:support@getir.com) and include details of the specific affiliate you would like to contact.

## 17. Which country's laws apply to any disputes?

17.1. These Terms of Use and all agreements to which they apply and all ensuing or associated non-contractual obligations are governed by the laws of the state or country listed in the table below, without regard to choice or conflicts of law principles.

| Country or region        | Choice of law                      | Jurisdiction                   |
|--------------------------|------------------------------------|--------------------------------|
| France                   | Laws of France                     | Courts of Paris                |
| Germany                  | Laws of Germany                    | Courts of Berlin               |
| India                    | Laws of India                      | Courts of Bangalore, Karnataka |
| Italy                    | Laws of Italy                      | Courts of Milan                |
| Netherlands              | Laws of the Netherlands            | Courts of Amsterdam            |
| Portugal                 | Laws of Portugal                   | Courts of Lisbon               |
| Spain                    | Laws of Spain                      | Courts of Barcelona            |
| Turkey                   | Laws of Turkey                     | Courts of Istanbul Çağlayan    |
| United Kingdom           | Laws of England and Wales          | Courts of England and Wales    |
| United States of America | Laws of the State of New York, USA | Courts of New York             |

17.2. All disputes between us and you concerning, arising from or associated with these Terms of Use, the agreements to which they apply and all ensuing or associated non-contractual obligations will be submitted exclusively to the competent courts listed in the table below. This shall not apply if, under applicable laws, you are permitted to bring legal proceedings in your place of residence, or we are required to only bring legal proceedings in your place of residence.

## **Additional terms**

### **18. Intellectual property rights**

18.1. All (intellectual property) rights vested in or related to our Site and Services and the content on/in the Site, including but not limited to the wording, brand, trade and domain names, software, design, data files, photos, logos, videos, sound material, formats, software and other content, are and remain our property or, if applicable, our licensors, and are exclusively vested in us or, if applicable, our licensors. They include copyrights, trademarks, patents, design rights, know-how, tradename rights, database rights, neighbouring rights, exclusive licensing rights and other (intellectual property) rights.

18.2. Getir reserves all rights related to the "Site" "Services", "Information", "Copyrightable Works", "Commercial Trademarks", "Commercial Appearance" of Getir and all material and intellectual property rights, its personal and property rights, commercial information and know-how. Users may not sell, share, distribute, display, use for commercial purposes the information and copyrightable works of Getir or allow others to access or use them. Users agree that they shall not replicate, distribute or make or prepare works derived from copyrightable works of Getir.

18.3. When accessing and using the Site and Services, a User must not infringe third party intellectual property rights. The User shall be liable for any damages, fees or legal costs incurred by Getir due to any loss or damage suffered by a third party.

18.4. The intellectual property rights relating to the software and database used in the design of the Site are protected by law. Copying, using, obtaining, changing, altering or reverse engineering the software is prohibited.

18.5. The copyright in all comments posted on the Site belongs to Getir. Getir reserves the right to modify, remove or publish them. Getir may use all information related to users, comments or criticisms for their own marketing activities subject to the applicable law.

18.6. "Getir" is a registered trademark of "Getir Perakende Lojistik A.S.". Users are not permitted to use the trademark without our prior written approval.

### **19. Force majeure**

19.1. If the Site or Services are affected by a Force Majeure event, Getir and its affiliates shall not be in breach of these Terms of Use or otherwise liable for any failure or delay in the performance of any of its obligations.

19.2. The term Force Majeure refers to acts, events or circumstances that occur outside the control of Getir. These shall include, but are not limited to, attacks on or seizure of the Site, rebellion, civic uprising, war, natural disasters or weather events, government action, power shortages, any epidemic or pandemic, non-performance by suppliers or sub-contractors, and labour or trade disputes.

### **20. Evidence**

In all disputes arising from or associated with these Terms of Use, the User agrees that electronic and system records kept on the database and servers of Getir, commercial records, ledger records, microfilm, microfiche, and computer records constitute binding, absolute and exclusive evidence, and that this provision constitutes an "Evidence Agreement" between the Parties under the applicable law.

### **21. Independent Parties**

Getir and Users are entirely independent parties. No partnership, representation or employment relationship of any kind is born due to this Terms of Use being approved, signed and applied by Users and Getir.

### **22. Miscellaneous**

The division of these Terms into sections and the headings of the various sections in these Terms are for convenience of reference only and shall not affect the construction or interpretation of these Terms. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. There shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Terms and continue in full force and effect. If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with our Privacy Policy and all other documents incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede any agreements previously existing between the parties with respect to such subject matter.