

## GETIR TERMS OF USE

Please read the following Terms of Use (referenced collectively herein as “**Agreement**”) carefully before using Getir App and our services.

### 1. What's in these terms?

1.1 This Agreement provides the terms and conditions governing use of the U.S. version of the Getir app available to download from the App Store and Play Store at <https://apps.apple.com/app/id995280265> and <https://play.google.com/store/apps/details?id=com.getir> respectively (“**App**”), whether as a guest or a registered user. SUBJECT AT ALL TIMES TO YOUR ACCEPTANCE OF AND ADHERENCE TO THIS AGREEMENT, Getir US, Inc. (“**Getir**”) IS WILLING TO PERMIT USE OF THE App (with the individual end user referred to herein as “**you**” or with “**your**”).

### 2. Our information and how to contact us

2.1 The App is operated by Getir US, Inc. (“**we**”, “**our**”, “**us**”) and our affiliated companies (“**Affiliates**”). We provide a rapid delivery grocery service.

2.2 To contact us, please email [hello@getir.com](mailto:hello@getir.com) or telephone our customer service line on +1 (209) 900-1087.

### 3. Acceptance of these terms and use of our App

3.1 By using our App, you confirm that you accept this Agreement and that you agree to comply with this Agreement.

3.2 If you do not agree to these terms, you must not use our App.

3.3 Access to our App is provided on a temporary basis and we reserve the right to withdraw or suspend access at any time as set forth below.

### 4. License Grant

Subject to your strict compliance with this Agreement and any other terms which may apply to you, we grant you an individual, limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license for use of the App for solely its intended purpose. You may not copy, modify, distribute, sell, or lease any part of the App. You may not reverse engineer or attempt to extract the source code of the App. You may only access the App through the interfaces that we provide for that purpose (for example, you may not “scrape” the App through automated means or “frame” any part of the App), and you may not interfere or attempt to disrupt the App. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, the App, and (ii) may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. If you provide us with any feedback on or comments regarding the App, you grant us the right to use such feedback or comments for any purpose without restriction or payment to you. We reserve all rights not expressly granted to you herein.

### 5. Other terms that may apply to you

This Agreement includes the following additional terms, which also apply to your use of our App:

(a) [Our Mobile App Privacy Notice](#)

(b) [Our Website Privacy Notice](#)

(c) [Our Terms and Conditions of Service](#) will apply to purchases of goods and delivery from our App.

### 6. We may make changes to these terms

We amend this Agreement from time to time. Every time you wish to use our App, please check these terms to ensure you understand the terms that apply at that time as they are binding. If you do not agree to the modified terms, you should discontinue your use of the App.

### 7. Changes or updates to our App

We may update and change our App from time to time to reflect changes to our products, our users' needs and our business priorities. Any of the content on our App may be out of date at any time and we are under no obligation to update or maintain such content. We may update or require you to update

the App from time to time, provided that the App shall always match the description of it that we provided to you before you downloaded it.

## **8. Suspension or withdrawal of our App**

8.1 Our App is made available free of charge on a temporary basis. You shall bear your own costs and expenses of performance hereunder, including without limitation any expenses applicable to your use of the App as set forth in the Terms and Conditions of Service.

8.2 We do not guarantee that our App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

8.3 You are also responsible for ensuring that all persons who access our App through your account or internet connection are aware of this Agreement and other applicable terms and conditions, and that they comply with them.

8.4 We will not be liable if, for any reason, our App is unavailable at any time for any period.

## **9. Transfer of this agreement to someone else**

You may not assign or otherwise transfer this Agreement, or the license granted hereunder, or delegate any of your obligations specified herein, in whole or in part, without our prior written consent.

Notwithstanding the foregoing, we may transfer our rights and obligations under this Agreement in whole or in part and otherwise delegate our rights and responsibilities and use contractors to fulfill its obligations under this Agreement.

## **10. These terms are only for users in the U.S.**

These terms are directed to people residing in the United States. We do not represent that content available on or through the U.S. version of the App is appropriate for use or available in other locations. If you are based outside of the United States, please review the relevant terms and conditions that are applicable to your locations.

## **11. Account details**

11.1 In order to use the App, you may need to create a user account. If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You agree that you are responsible for all conduct and transactions that take place on or using your account. You also agree that you will comply with all applicable laws when accessing or using the App, and you will respect those who you encounter in your use of the App, including third-party providers and our personnel, contractors, or service providers.

11.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this Agreement.

11.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@getir.com](mailto:hello@getir.com).

## **12. How you may use material on our App**

12.1 We are the owner or licensee of all intellectual property rights in our App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. Any rights granted hereby are licensed (and not sold or otherwise transferred or assigned to you or any third party). We (or our licensor(s)) reserve and shall retain our entire right, title, and interest in and to the App, including all data, copyrights, trademarks, and other intellectual property rights therein or relating thereto.

12.2 You are not permitted to copy or download extracts of any page(s) from our App.

12.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

12.4 Our status (and that of any of our Affiliates) as the creators of content on our App must always be acknowledged.

12.5 You must not use any part of the content on our App for commercial purposes.

12.6 If you print off, copy, or download any part of our App in breach of this Agreement, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **13. Disclaimer**

13.1 THE APP IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS OR DEFECTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF INTERFERENCE WITH ENJOYMENT OF INFORMATION, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.

### **14. Websites and services we link to**

**14.1** Where our App contains links or content to or from other sites and services and resources provided by third parties, these links are provided for your information only ("**Third-Party Materials**"). Such links should not be interpreted as approval by us of those linked websites and services or information you may obtain from them. You acknowledge and agree that we are not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

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

15.1 YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CLAIM, DAMAGE, OR LOSS RESULTING FROM A CAUSE BEYOND OUR CONTROL. WE ALSO ASSUME NO RESPONSIBILITY FOR YOUR FAILURE TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU, OR ANYONE CLAIMING UNDER OR THROUGH YOU, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE US (AND OUR EMPLOYEES AND CONTRACTORS, AGENTS, AND SUPPLIERS) OF AND FROM ANY AND ALL ILLNESS OR INJURIES (INCLUDING PERSONAL INJURY, DISABILITY, DISMEMBERMENT, AND DEATH) ARISING OUT OF OR RELATED TO YOUR USE OF THE APP AND ANY ASSOCIATED DELIVERIES.

15.3 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in [our Terms and Conditions of Service](#)

### **16. Personal information**

You acknowledge that when you download, install, or use the App, we may collect or use automatic means (including, for example, cookies and web beacons) to collect information about you, your mobile device and your use of the App, and we will use your personal information as set out in our [Website Privacy Notice](#) and [Mobile App Privacy Notice](#)

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

17.1 We do not guarantee that our App will be secure or free from bugs or viruses.

17.2 You are responsible for configuring your information technology, computer programs and platform to access our App. You should use your own virus protection software.

17.3 You must not misuse our App by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our App, the server on which our App is stored or any server, computer, or database connected to our App. You must not attack our App via a denial-of-service attack or a distributed denial-of service attack. If you breach this provision, we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App will cease immediately.

### **18. Acceptable Use Policy**

18.1 You may use our App only for lawful purposes. You may not use our App:

- (a) In any way that breaches any applicable local, national, or international law or regulation.
- (b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm minors in any way.
- (d) To bully, insult, intimidate, or humiliate any person.
- (e) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with our content standards.
- (f) To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- (g) To knowingly 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 any computer software or hardware.

18.2 You also agree:

- (a) Not to reproduce, duplicate, copy or resell any part of our App in contravention of the provisions of this Agreement.
- (b) Not to access without authority, interfere with, damage, or disrupt:
  - (i) any part of our App;
  - (ii) any equipment or network on which our App is stored;
  - (iii) any software used in the provision of our App; or
  - (iv) any equipment or network or software owned or used by any third party.

## **19. Rules about linking to our App**

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

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

19.3 You must not establish a link to our App in any website that is not owned by you.

19.4 Our App must not be framed on any other App, nor may you create a link to any part of our App other than the home page.

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

19.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy at Section 18 above.

19.7 If you wish to link to or make any use of content on our App other than that set out above, please contact [hello@getir.com](mailto:hello@getir.com).

## **20. Termination**

20.1 This Agreement will take effect on the date you accept the Agreement or begin using the App (whichever is sooner) and will continue until you delete the App, or termination of this Agreement by us (the “**Term**”). We may immediately terminate this Agreement for any reason upon notice to you. Upon termination or expiration of this Agreement, you must cease all use of the App, and any rights and/or licenses from us hereunder shall immediately expire. The provisions or wording concerning our proprietary rights, disclaimer, limitation of liability, term and termination, and the miscellaneous terms will survive the termination or expiration of this Agreement for any reason.

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

21.1 This Agreement is governed by the laws of the State of New York, U.S.A. You and we both agree that the courts of the State of New York will have exclusive jurisdiction.

## **22. Miscellaneous**

22.1 Failure by us to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision, to the maximum extent permitted under applicable law. Headings are for convenience only and have no legal

or contractual effect. This Agreement represents the entire agreement between you and Getir with respect to subject matter herein, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Getir with respect to the App.

**23. Our trademarks are registered**

"Getir" is a WIPO-registered trademark of Getir Perakende Lojistik A.Ş. You are not permitted to use the trademark without our prior written approval.