

## **TERMS OF SERVICE OF FILLART - COLORING BOOK**

The downloaded Application is owned and operated by Teknasyon Yazılım Sanayi ve Ticaret Ltd. Şti. Şti. The application is provided by Teknasyon Yazılım Sanayi ve Ticaret Ltd. Şti. ("FILLART - COLORING BOOK ", "We"). General Terms and Conditions owned and operated by Teknasyon Yazılım ve Sanayi ve Ticaret Ltd. Şti. which enable the use of applications by Teknasyon Software Sanayi ve Ticaret Ltd. Şti. shall be valid for all services given to you by Teknasyon Software Sanayi ve Ticaret Ltd. Şti. This contract will also be effective and apply to future transactions. By establishing or running the Apps you clearly indicate that you accept these General Terms and Conditions.

These Terms of Service and Privacy Policy will provide you with the right to use the software applications, web sites, tools and other features (collectively, the "Services") of FILLART - COLORING BOOK which are provided you from time to time. You agree to be bound by these Terms by accessing or using any of the Services. Other third party services will be subject to the terms of service and privacy policy of any third party relating to any use which you may have. If you are using FILLART - COLORING BOOK when you are acting as a business entity, please note that the transactions you make are binding for your business.

Some features and properties of the services may be subject to additional guidelines, terms or rules. These will be broadcasted in such a way that is related/contingent with the services in question. All of these additional terms, guidelines and rules were included in a way by referring to these conditions.

### **1. Personal Information**

We provide you assurance in terms of protecting the information of our users' contact persons and personal information and their security. FILLART - COLORING BOOK Privacy Policy defines how we collect the personal information, how we use, share and process them. You accept and agree that FILLART - COLORING BOOK can collect the personal information in the way defined here, also can use, share and process them.

### **2. Rights of the Parties**

Unless any agreement were mutually reached in written form, you may exercise the right to use the personal, non-exclusive and non-transferrable and limited services in personal and non-commercial ways and manners. You shall not you the FILLART - COLORING BOOK Services on a device which you do not own.

You may not perform the following actions relating to the software applications of FILLART - COLORING BOOK , updates thereof or other parts of it;

- You may not duplicate/copy them,
- You may not decompile them,
- You may not subject them to reverse engineering practices,
- You may not divide it into parts,
- You may not attempt to generate the source code,
- You may not change them,
- You may not create derivative activities.

The exceptions to these; 1) Prohibition of the restrictions listed above as per the applicable laws, 2) Allowing them to some extent under these Terms of Service, 3) The license conditions under the FILLART - COLORING BOOK software applications which govern any uses of open source components allowing this.

You are not given the permission/right to use the name, commercial brands or other commercial symbols of FILLART - COLORING BOOK . FILLART - COLORING BOOK reserves all the rights which were not given to you under these conditions clearly.

### ***2.1. Delisting the Personal Information and Foregoing the advertising targets***

Should you wish to deactivate the Improved/custom Search Functionality, you may apply to FILLART - COLORING BOOK . As per the relevant provisions of the Law on Protection of Personal Information numbered 6698, the demands under the applications within your responsibility, based on the nature of the demand, this demand will be concluded as soon as possible within thirty days at the latest and free of charges. The contact information given by the user shall be deactivated. Thereafter they shall not be used under FILLART - COLORING BOOK database.

## **3 FILLART - COLORING BOOK Updates**

We reserve the right to add or remove features or functionality to FILLART - COLORING BOOK . When your mobile phone is set up, FILLART - COLORING BOOK periodically communicates with our servers. When we release a new version of FILLART - COLORING BOOK or if we add new features to it, we may ask you to update FILLART - COLORING BOOK on your mobile phone. This update can be done automatically or reported in advance and can all happen at the same time or in multiple sessions. Before you begin to use updated versions of FILLART - COLORING BOOK , you may

be asked to have reviewed the Terms of Service and may need to accept the current Terms of Service. You agree and acknowledge that any obligation to maintain the earlier versions of FILLART - COLORING BOOK may be terminated by the use of FILLART - COLORING BOOK updates, addenda or later versions.

#### **4.Support**

FILLART - COLORING BOOK , constantly works to provide suitable and efficient technical support to the services, and maintain the updates and upgrades. However, FILLART - COLORING BOOK is not obliged to provide any maintenance or support for the Services under these conditions. FILLART - COLORING BOOK reserves the right to limit/restrict or terminate the support, update or upgrading activities provided from time to time.

#### **5.Access**

You shall, on your own account provide and maintain the required equipment, internet connections, devices and service plans needed to use and access the FILLART - COLORING BOOK covering the costs/expenses thereof. If you access to FILLART - COLORING BOOK via a mobile network, there may be other messages, data or charging from your network or circulation/web provider. You will be responsible from all the expenses you incur by for accessing FILLART - COLORING BOOK . We do not declare that FILLART - COLORING BOOK is available in all languages or FILLART - COLORING BOOK is fit to be used in a certain place or can be used anywhere.

#### **6.User's Obligations and Restrictions**

Any information or content which you may share with FILLART - COLORING BOOK as a User of the Services does not violate any applicable law. This information and contents will not harm the Services.

You may not use the Services or Content commercially unless you do not reach an agreement in writing with us otherwise. You may not receive the Services or Content without obtaining permission. You agree not to object to the rights of FILLART - COLORING BOOK or to claim any rights to the content provided by other users (the only exception to this is the rights expressly granted under these Terms). You agree to use the content only in the context explicitly stated on these terms.

Regarding the Services, Content or Information;

- You may not prevent the services from proceeding regularly and in orderly manner,
- You may not regulate or channel FILLART - COLORING BOOK traffic,
- You may not follow the other fraudulent or misleading/manipulating applications,
- You may not generate their parallel storage
- You may not use our services, information and contents to compete with us.

It is strictly forbidden to make/render any information contained in the services inaccessible, including any content and information which is accessible through any third party services.

You may not use the Services or Content in any manner that is illegal, harmful, or otherwise potentially offensive to any other user or third party. You agree that you will not abuse/exploit the Services or the content in any unauthorized manner, including but not limited to, unauthorized entry into the network or enforcement of network capacity. You also agree to use our Services or our Content in any manner that does not violate or infringe any person's right to harass, exploit, stealth, threaten, libel or otherwise misappropriate your personal rights. You acknowledge that FILLART - COLORING BOOK is not in any way responsible for any harassing, threatening, libellous, defamatory or illegal content you may receive from such use. If you are using any services or content in any way prohibited by FILLART - COLORING BOOK , and you acknowledge and agree that FILLART - COLORING BOOK reserves the right to suspend or terminate your use of the Service without prior notice.

## **7.Registered Rights**

The Services; are protected by the copyright and international copyright conventions/agreements and other intellectual property laws and treaties. FILLART - COLORING BOOK and its licensors, services and all applicable intellectual property rights reserve the property rights under their intellectual property. These include copyrights, trademarks, trade names, database rights and patents. You are granted a limited right to use the Services subject to these Terms. However, no intellectual property rights will be deemed transferred or licensed to you.

## **8.Third Party Contents**

The services of FILLART - COLORING BOOK may contain links to third party websites and services provided by the services. The content, web sites and services of these third parties may be subject to the terms/conditions of third

parties. FILLART - COLORING BOOK is not responsible for any harm/damages which may arise as a result of any third party content, websites or services.

## **9. Uninstalling FILLART - COLORING BOOK**

Uninstalling and the methods of uninstalling may vary based on your device. In order to uninstall the FILLART - COLORING BOOK , please use the applications manager of your device or refer to the user's manual of your device.

## **10. Releases relating to the Warranties/Undertakings**

FILLART - COLORING BOOK , makes no warranties and/or gives no undertakings or statements within the limits permitted by the applicable relevant laws in force; services, qualifications, performance, merchantability, or any other third party's rights, whether express or implied. The Services are offered "as they are". You acknowledge and agree that the use of the Services is at your sole risk.

You agree that the services may not be available from time to time. FILLART - COLORING BOOK , shall not be liable and responsible from your failing to use the services due to any reason whatsoever.

FILLART - COLORING BOOK shall not give any warranties or statements that the services There are no warranties or statements given that the Services are appropriate for use in a particular location. You will do so on your own initiative as long as you choose to access and use the Services. You must comply with applicable Turkish laws in connection with this access and use of the Services.

## **11. Limitations of Liability**

As per and according to applicable current laws; you agree that FILLART - COLORING BOOK will not be liable for any direct, indirect, special, incidental or consequential damages and indemnities arising out of the use or inability to use the Services under any circumstances. These include loss of profits, loss of data and loss of brand value. In particular, FILLART - COLORING BOOK will have no responsibility for any information stored or processed in the Services. These include recovering costs of this information.

FILLART - COLORING BOOK shall not be responsible for the validity, reliability or authenticity of any content or information associated with or through the use of the Services. The use of the content or information

obtained through the use of the Services will be at your discretion and the risk will belong to you only.

Nothing in these Terms and Conditions shall be excluded from the scope of law and shall not limit our obligations in essential matters. These also include the rights you may have under the relevant applicable consumer laws.

### **11.1. Inappropriate Contents**

You agree that you will not use our services for the following items listed hereunder;

(a) You agree that you will not use any of the services provided by FILLART - COLORING BOOK so as to upload, post, transmit, display, obscure, conceal, hide, perform or distribute any content, information, which is insulting, obscene, abusive, threatening, disturbing or that includes violence:

Lustful, annoying, filthy or pornographic;

(b) creating child pornography and concealing or hiding it by means of this service;

(c) Asking for the personal information of the minors aged under 18 years of age or abusing them by way of violence or concealing or hiding the same by this service;

(d) causing/giving physical harm to someone, motivating/channelling to such harm or threatening to do so and concealing/hiding the same by this Service;

(e) Promoting or exalting the racist tolerance, using hate and / or racial expressions/ terms, or hating any person or group of people and concealing/hiding the same through the use of this service;

(f) Disclosing the use of illegal substances and/or drugs and concealing/hiding the same by way of using this Service;

(g) Violating any provision of this Contract or its policy (including but not limited to FILLART - COLORING BOOK Privacy Policy);

(h) using or disclosing the images or videos of persons captured or sent without fake or fraudulent surveillance and to hiding or concealing it through this service

FILLART - COLORING BOOK does not wish to encounter any generally aggressive, vulgar, malicious or bad content (collectively "Objectionable Content") which is determined at its discretion. FILLART - COLORING BOOK disclaim any perceived, implied or actual obligation to monitor the content provided through the Service and waives any liability or obligation relating to the information provided on it. Without limiting the other remedies, FILLART - COLORING BOOK reserves the right to upload, transmit, display, display, hide, obliterate, or terminate the performance or distribution of Your Service

Use or Content that which it may find objectionable. FILLART - COLORING BOOK may, at its sole discretion, delete the Contents from its servers which are non-conforming. IRELAX may assist any law enforcement officer so as to not violate this Agreement or breach any applicable law.

### **11.2. Prohibited uses and violations thereof**

FILLART - COLORING BOOK will bring certain restrictions on your use of the Services. You agree not to engage in any of the following actions under the use of FILLART - COLORING BOOK : (a) to "capture" or harass any person or to contact any person who does not wish to take action; (b) to give false or misleading information to FILLART - COLORING BOOK ; (c) imitating or refuting the connection or relationship with any person or entity; (d) change or replace the placement and location of any advertising sent through the Service; (e) collect information about FILLART - COLORING BOOK users, including e-mail addresses and telephone numbers; (g) logging in to a server or account that you are not authorized to access or access content or data not designed for you; (h) testing, scanning or testing the Service or the security of the relevant system or network, or violating security or authentication measures without proper authorization; (i) to engage in, or attempt to interfere with, the use of the Service by a virus, overload, "spam", "mail bombing", or any other user, host or network, without limitation, without limitation; (j) use the Service to send unsolicited e-mail, including, without limitation, advertisements or promotions for products or services; (k) sending any portion of a TCP / IP packet header or header information in any e-mail or any upload or message or transmission, display, performance or distribution via the Service; or (l) attempt to transform, reverse engineer, decompile, disassemble or otherwise reduce or reduce any personally identifiable source code used by the FILLART - COLORING BOOK . Any violation of this section may cause you to be subject to legal and / or criminal penalties.

### **11.3. Waiver/denial of Medical Liabilities**

FILLART - COLORING BOOK also provides general information on relaxation and general welfare. The Information provided is not comprehensive. As an alternative to medical advice from your doctor or health care professional, you should not rely on this practice. Nothing in this application should be interpreted or used in medical diagnosis or treatment. Your doctor or other qualified health care professional should not be used in place of advice. If you have health questions, please call your doctor or an authorized healthcare professional immediately.

Due to the information included in FILLART - COLORING BOOK , you should

not seek medical advice, ignore medical advice or stop medical treatment. You should consult your doctor or your local health care provider for your symptoms, medical condition, treatment or medication. If you suspect or suspect that you have a medical problem, you should immediately contact your doctor or local health care professional.

The information, sounds, or images broadcasted in this application are broadcasted solely for the purpose of providing general information and should not be deemed as professional medical advice. If you have any questions or worries about physical health or your health, please consult a health professional. The letters, images and sounds contained in this application are intended with the purpose so to provide general information about relaxation, general well-being and our products. If you do have a specific medical problem, please contact your healthcare professional. Do not use this practice for emergencies.

## **12. Security in cases of interaction with the other users**

FILLART - COLORING BOOK is not responsible for the behaviour of any user within or outside the scope of Services. The user agrees to be careful in terms of their security in all their interactions with other users. Other users; provide financial information (eg. credit card or bank account information), transfer money by bank, remittances or any monetary transfers otherwise.

THE USER SHALL INDIVIDUALLY AND SOLELY BE RESPONSIBLE FROM ITS INTERACTION WITH OTHER USERS. USER IS AWARE AND KNOWS FILLART - COLORING BOOK DOES NOT INSPECT THE PREVIOUS CRIMINAL FILES AND SENTENCES OF ITS USERS AN DOES NOT MAKE A BACKGROUND CHECK OF ITS USERS. FILLART - COLORING BOOK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USERS' BEHAVIORS; YET WHEN REQUIRED IT RESERVES ITS RIGHT TO USE THE AVAILABLE AND PRESENT STATE ARCHIVES TO INSPECT THE PEVIOUS CONVICTIONS OR LEGAL RECORDS OF ITS USERS OR ANY OTHER RELEVANT SEARCHES (SUCH AS SEXUAL CRIMINAL CONVICTIONS SEARCHES).

## **13. Termination**

Your right to use the Services continues until the date of termination of these Terms. FILLART - COLORING BOOK may terminate your use of these Terms and Services immediately and without need for any notices whatsoever. You may terminate the Terms at any time by uninstalling FILLART - COLORING BOOK applications and terminating your use of the Services. This contract will automatically terminate if you do not comply with the terms. You



acknowledge that FILLART - COLORING BOOK is not liable to you or any third party without ending or disabling it. Subsequent to the termination, you agree to stop using the Services. In Warranty; waivers, limitations of liability, termination and the provisions of the applicable law sections will continue to apply despite the termination of these terms.

#### **14. Transfer/Assignment**

FILLART - COLORING BOOK , reserves the right to freely transfer/assign any rights/obligations under these conditions in its discretion.

#### **15. Additional Conditions and Modifications**

FILLART - COLORING BOOK may share with third parties the data which are provided by/from the users. FILLART - COLORING BOOK provides data from 3rd party applications to maintain and continue its services and expand its scope. Because FILLART - COLORING BOOK provides global services, additional Terms of Service may apply to Users in certain jurisdictions. Such cases shall be indicated in the annexes and shall be included in the relevant documents.

FILLART - COLORING BOOK may change/modify the Services at any time by way of adding or removing features or by not continuing with the Services. FILLART - COLORING BOOK reserves the right to revise the revised terms at any time by submitting the revised terms to the User or by publishing revised Terms in the Services. Regarding important changes, the user will always be informed. At the same time, he will be given the option to terminate his services. The Revised Terms shall enter into force upon notice or publication by the User. Continuing to use the Services after Revision means that the User has agreed to and accepted the new Terms.

Significant portion of the information collected by FILLART - COLORING BOOK is linked to non-personal identifiers such as anonymous User ID numbers or device ID numbers, and is not intended to identify and determine the identity of the user in the offline world. This type of Non-Personal Information consists of the type of device used, such as accessing periods, features or functions which you select and the geographical location you are in when using FILLART - COLORING BOOK Services.

#### **16. Your Liability against us**

As per these terms/conditions, all lawsuits, proceedings, claims, expenses, damages and losses and (including but not limited to the judicial expenses and attorney's fees) which us or our group or our top executives, directors,

employees or agencies may incur by due to your use of FILLART - COLORING BOOK Services and/or FILLART - COLORING BOOK Platforms or your violation of these conditions or in any way related/contingent with these shall be your responsibility and liability against us.

## **17. Legal reservations**

- The contact information which the user has declared while becoming a member can be used for bulletins, marketing and advertising purposes.
- Data security is provided by FILLART - COLORING BOOK . However, the user is responsible for any unauthorized access to user information, contact information and other contents, abuse, storage, reproduction, sale, copying, as well as illegal use of user information, contact information and other content,
  - Any conflicts which may arise between FILLART - COLORING BOOK and the member shall initially be settled by Turkish Courts of first instance and peace. In cases of failing to reach an agreement, the parties accept, declare and agree that Istanbul Courts shall have jurisdiction.
- All Services, information, copyrighted works of FILLART - COLORING BOOK , FILLART - COLORING BOOK trademark, commercial appearance; all rights to all property, including personal and proprietary rights, trade information and know - how, including any kind of material and intellectual property rights acquired through the mobile application shall be reserved.

## **18.Prohibited Activities and Penal Sanctions**

FILLART - COLORING BOOK will immediately terminate the account of the user performing any of the following actions by using any of our resources or through our service. These actions include (but are not limited to) the use of stolen credit card fraud, credit card fraud, PayPal fraud, bank fraud, e-gold fraud, Paysera fraud, Identity theft, phishing, spamming, Bitcoin fraud, fraud, blackmail, abduction, rape, sexual harassment, child sexual abuse, murder, the sale of stolen credit cards, the sale of stolen goods. In addition, FILLART - COLORING BOOK prohibits web scouring in any form or scale in any forms whatsoever.

FILLART - COLORING BOOK may amend/modify the Services at any time by adding or removing features or by not continuing/proceeding with the Services. FILLART - COLORING BOOK reserves the right to revise the revised terms at any time by submitting the revised terms to the User or by publishing/broadcasting revised Terms within the Services. Regarding the important changes, the user will at all times, always be informed. At the same time, he/she will be given the option to terminate his/her services. The Revised Terms shall enter into force upon notice to the User or by publication. Continuing the use of the Services after Revision means that the User has accepted the new Terms.

FILLART - COLORING BOOK may terminate any user account by creating a file about him/her if he/she violates these Terms without refunding, or it may suspend the account until any explanation, review or user comment is received. If your account has been suspended, you should contact us to see whether the file can be remedied/corrected or not. We may wait for a reasonable amount of time without permanently closing a user account and completely turning off charging/billing.

## **19. Application contents and charging**

FILLART - COLORING BOOK ; provide a collection of sounds which will help you relax, that will improve your sleep and increase your concentration. You can create the playlist which you want with the diverse and rich sound content of sleep melodies, nature sounds, animal sounds, lullabies, lively melodies, fire sounds, water sounds and romantic sounds included in the application.

Different fees may be determined and set for country-based in-app purchasing. Amended wage information is notified to the user before purchase. However, if users change their settings in Apple accounts and select a different country, the notified fees may vary. Charges reported to the user are arranged according to the country which they have selected in the account settings. As long as you do not cancel, your service automatically renews at the end of each service period and repeats for the length of the previous service period.

We wish you to be completely satisfied and happy with our services. Problems can be encountered from time to time. We solve 99% of the problems encountered. FILLART - COLORING BOOK reserves the right to suspend, cancel or reject any service at any time for any reason. No refunds can be made for deleted accounts because they violate our Terms of Service.

The requests for refunding (returning money) is dealt with by Apple, not by FILLART - COLORING BOOK . The problem will be solved when you click onto Apple ID via iTunes to request money order, select "Purchase history", find the transaction and click "Report Problem". You can also submit a request via <https://getsupport.apple.com>.