

Göçteyim User Service Agreement

1. Parties

1.1. This User Service Agreement ("Agreement") is entered into between **Janus GmbH**, the operator of Gocteyim.com (hereinafter referred to as the "Company"), and the individual purchasing the products and services offered on the website www.gocteyim.com and its associated domain and subdomains (hereinafter referred to as the "User"). The Company's address is **Wilfried-Diekmann-Straße 10, 44536 Lünen, Germany**, and its contact email address is **destek@gocteyim.com**.

2. Definitions

2.1. User Service Agreement: This agreement concluded between the Parties.

2.2. Company: Janus GmbH, the operator of the website www.gocteyim.com.

2.3. User: Individuals who register on the website, benefit from the services, accept this "User Service Agreement," and purchase services.

2.4. Site/Website: Refers to the web address www.gocteyim.com.

2.5. Service: Includes consultancy services offered for sale on the site and accessible by the Users.

2.6. Consultant: The person or Company representative providing the service to the User.

3. Subject and Scope of the Agreement

3.1. This agreement, concluded between the User who benefits from the products, services, and consultancy offered by the Company through the site by purchasing them, regulates the rights and obligations of the Company and the rules that both parties must adhere to.

3.2. The Agreement comes into effect when the User purchases a service through the Site and terminates upon the completion of the relevant service. Conditions for termination due to cancellation are outlined below.

3.3. The services provided by the Company are of a consultancy nature and do not guarantee or commit to achieving a specific result. Each service is limited to the scope defined.

3.4. This Agreement serves as a master agreement that outlines general terms, and the terms and conditions specific to each service are integral parts of this Agreement.

3.5. By purchasing the service, the User is deemed to have accepted the terms specified on the Site and this Agreement.

4. General Provisions

4.1. Site Access: The User declares that they are of legal age and have accurately filled in the information required on the Site. Responsibility lies with the User in cases of incorrect or incomplete information. The ability to perform transactions on Göçteyim is exclusively granted to Users who legally bind themselves to the User Service Agreement and the Product Service Agreement by purchasing services through the Site. To purchase services, the User must be of legal age and provide all required information as requested by Göçteyim. Furthermore, Users who have been temporarily suspended or permanently banned by Göçteyim cannot benefit from the services. The information used by the User during service acquisition and the details provided after the purchase must be accurate and up-to-date. In cases where false declarations are made by the User, the Company reserves the right to unilaterally terminate the services provided. If the information provided by the User belongs to third parties, the Company may seek compensation from the User for any damages incurred or paid as a result. The Company also retains the right to recourse for any damages it is compelled to pay or for actual damages caused by the User due to the provision of third-party

information or documents.

4.2. Scope of Services: Services are provided for consultancy purposes and do not guarantee any specific result. The services offered to Users through the Site fall within the scope of consultancy and do not guarantee or commit to achieving any particular outcome. Within this framework, the Company completes its service by bringing the User and the Consultant together. In this regard, the Site acts as a third party, except for problems directly arising from the purchase of services between the User and the Consultant. The Company reserves the right to narrow the scope of or completely discontinue its services in cases where justified reasons, such as compliance with national and international laws, notices, circulars, or principles issued by competent authorities, require it to act differently. The User hereby explicitly accepts, declares, and undertakes in advance that they will not seek compensation or recourse against the Company for any damages or losses they may incur for such reasons.

4.3. Payment Terms: The service fee is paid in full and without any deficiency at the price specified on the Site. Services will not be provided in cases of incomplete or incorrect payment.

4.4. Right of Withdrawal: Since the service is performed electronically, the User does not have the right of withdrawal.

4.5. Data Privacy: User information is protected in compliance with KVKK (Turkish Personal Data Protection Law) and GDPR and is used solely for the execution of the service. It will not be shared with third parties without the User's consent.

4.6. Right of Termination: In cases where the User exhibits rude behavior, insults, or statements that harm the Company, the Company reserves the right to terminate the agreement.

5. Description and Scope of Services, Rights and Obligations

5.1. The services offered on the Site are designed to provide consultancy to the User and do not guarantee any specific outcome.

5.2. The content and general rules of the services will be determined by the Company. For each service, specific conditions may be defined through a separate agreement. In the event of a conflict between the terms of this agreement and the specific terms of a service, the service agreement shall prevail. The details and pricing of the services are specified to the User on the Site.

5.3. The Company is not a party to disputes arising from the service, payment, or information and documents transmitted to third parties. Any claims, lawsuits, or complaints arising from the information and documents provided to third parties or the services rendered by third parties are the responsibility of those third parties.

5.4. The fee for the service must be paid in full and in a single installment. In cases of incomplete payment, the User will not be able to benefit from the service.

5.5. As the agreement offered by the Company is executed electronically, the User does not have the right of withdrawal.

5.6. The Company does not guarantee uninterrupted or error-free use of the Products. Although the Company aims to ensure that the Products are available 24/7, it does not guarantee that the systems enabling access to the Products and the Site will function correctly

and effectively or that they will always be accessible to the User. The User acknowledges that access to the Site and the Products may occasionally be restricted or interrupted. The Company is not responsible for such restrictions or interruptions or any direct and/or indirect damages resulting from them.

5.7. The Company may provide links to other websites or resources through the Site. This does not imply any endorsement of the websites, operators, or resources to which such links are directed, nor does it constitute any representation or warranty regarding the websites, resources, or the information they contain. The Company assumes no responsibility for the portals, websites, resources, files, contents, services, products, or any other materials or information accessed through such links.

5.8. The User is solely responsible for the use of the Site and the Products. The User agrees to indemnify and hold the Company harmless from any claims and demands (including legal expenses and attorney fees) made by third parties regarding intellectual property violations, content, the Products, or the use of the Site. The User further accepts, declares, and undertakes to immediately and in full reimburse the Company for any compensation the Company is required to pay to third parties due to such claims.

5.9. The Company shall not be liable, to the extent permitted by applicable law, for any direct, indirect, special, incidental, punitive damages arising from the use of the Site, including but not limited to loss of profit, goodwill, reputation, expenditures for obtaining substitute products and services, and similar items. Additionally, the Company expressly declares that it does not provide any explicit or implicit warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose. The Company's liability under this agreement shall, in any case, be limited to the amount paid by the User to the Company under the scope of this agreement up to the date the damage occurred. The User shall not make any claims against the Company for damages exceeding this amount and waives all such rights.

5.10. In accordance with applicable legislation, Users may receive commercial electronic communications via SMS, instant notifications, automated calls, computer, telephone, email, fax, or other electronic communication tools for the purposes of promotion, advertising, communication, marketing, sales, and membership-related transactions concerning all kinds of products and services. The User has accepted receiving such commercial electronic messages and has been informed of their right to withdraw this consent at any time.

5.11. Necessary measures to ensure the security of the information and transactions entered on the Website are taken within the Company's system infrastructure to the extent permitted by current technological capabilities and according to the nature of the information and transaction. However, since such information is entered from devices belonging to the User, the responsibility for protecting it and preventing unauthorized access, including against viruses and similar malicious software, lies with the User.

5.12. All intellectual and industrial property rights and ownership rights related to the information and content on the Site, as well as their organization, modification, and partial or full use, belong to the Company, except for those owned by third parties under agreements with the Company.

5.13. The Company retains all rights and interests over the Site and Services. Under this Agreement, the User is granted a personal, royalty-free, non-transferable, and non-exclusive

license to use and benefit from the Site and Services. No provision in this Agreement or its annexes may be interpreted as transferring any rights or interests related to the Site and Services, even partially, to the User. The User grants the Company the right to use, copy, transmit, store, and back up their information and content for accessing, using, and providing the Services purchased by the User. The Company is authorized to sublicense such content to third-party developers for the purpose of providing the Services.

5.14. The User is not permitted, under any circumstances or for any reason, to copy, modify, reproduce, reverse engineer, decompile, or otherwise access the source code of the software on the Site or to create derivative works from the Site. Modifying any browser or content related to the Site or linking to or from the Site without the Company's explicit permission is strictly prohibited.

5.15. The User may not use the Company's (or its affiliates') trade name, trademark, logo, domain name, or templates in any way, nor engage in any activities that may appear connected to or similar to the Company and its Services.

5.16. Göçteyim uses the following third-party cookies on the Site for the purposes outlined.

5.17. Göçteyim may use certain cookies on the Site to adapt to technological developments and to provide Users with a more seamless experience. The cookies used may change periodically in line with technological advancements and for security purposes. The cookies currently in use are specified in the Cookie Policy.

5.18. The User may give consent to receive commercial electronic messages and can withdraw such consent later. Commercial electronic messages will not be sent to Users who have not given their consent.

5.19. No data published by gocteyim.com on the Site may be used without the consent of gocteyim.com.

5.20. This Agreement and its annexes form a whole. The invalidity, illegality, or unenforceability of any provision or term of this Agreement shall not affect the validity or enforceability of the other provisions of the Agreement.

5.21. Communication between the User and the Company is conducted through the email address provided by the User during registration or via general notices posted on the Site. Communication via email shall be considered equivalent to written communication. It is the User's responsibility to keep their email address up-to-date and to regularly check the Site for notifications. All email correspondence or other written communications between the parties shall be considered as written evidence.

6. Pricing and Payment Terms

6.1. The fee for each service is fixed and specified on the website. Price changes may be implemented in the future.

6.2. Payment methods: Credit Card, Debit Card, PayPal (additional payment methods such as Google Pay, Apple Pay, and bank transfer will be introduced once exact dates are determined, and their applicability is ensured).

6.3. Services commence only after the full payment of the fee.

6.4. Cancellation and refund terms may vary depending on the service. Since the service is performed electronically, the User does not have the right of withdrawal.

6.5. Services can be purchased by the User by paying the amount specified on the purchase date. If the User uses a third party's payment method, the Company is not obligated to verify the consent of the third party, and it is the User's responsibility to prove such consent. In cases where the payment made by the User is canceled for any reason, the Company may seek recourse from the User for any damages incurred. If the payment made by the User is found to be unlawful or fraudulent, the Company may seek compensation for the damages incurred or paid by the Company due to the User's actions.

6.6. The User preemptively consents to the Company creating an account and profile on their behalf using the information provided in the purchase form ("form") and shared on the Site. In any disputes arising from the accuracy of the information in the form, all legal, criminal, and/or administrative liability shall rest solely with the User.

7. Privacy and Data Protection

7.1. The data collected from the User (name, surname, phone number, email address, IP address, and service information) is used solely for the purpose of providing the services. Personal data shared during the purchase process is processed by Göçteyim for service-related purposes and is not subjected to any processing activity if shared with third parties.

7.2. The User acknowledges that the Company has taken the necessary measures to protect their data under KVKK (Turkish Personal Data Protection Law) and GDPR.

7.3. Data will not be shared with third parties except in cases of legal obligations. Legal obligations include providing necessary information to competent courts or legal authorities when requested.

7.4. The responsibility for personal data and special categories of personal data processed as part of information and documents shared by the User with third parties to meet service requirements lies with the User and the third parties to whom the data is transmitted. The User agrees to direct any complaints, claims, or legal actions arising from information, documents, and personal data, including special categories of personal data shared with third parties due to service requirements, to the respective third parties. In this context, the User waives all complaints, claims, and legal actions against the Company.

8. Termination and Dispute Resolution

8.1. The Company may terminate the agreement due to the User's rude behavior, insults, or actions damaging the Company's reputation.

8.2. In case of disputes, German law will apply, and the competent courts will be the courts of Germany. However, for international users, alternative resolution methods (e.g., mediation or arbitration) compliant with their local laws may be considered.

8.3. Alternative dispute resolution methods (such as mediation) may be evaluated by the parties.

9. Other Provisions

9.1. The accuracy and completeness of documents requested from the User during the provision of the service are the User's responsibility.

9.2. The Company reserves the right to modify the scope of services due to process disruptions or unforeseen circumstances.

9.3. This Agreement becomes legally binding between the parties once approved electronically.

10. Validity and Acceptance

10.1. By purchasing a service on the Site, the User declares that they accept this Agreement and agree to comply with the terms specified.

10.2. The Company reserves the right to modify the terms of the Agreement, and such changes will take effect upon publication on the Site.