

TEKSGO

USER AGREEMENT CONTRACT

(CONTRACT for short)

21.07.2020 version 2.1

Before using this system, carefully read the terms of use included here.

DEFINITIONS

TEKSGO SYSTEM: By Teksgo İnternet Hizmetleri ve Danışmanlığı Ticaret Limited Şirketi (Teksgo Internet Services and Consultancy LLC) ("TEKSGO" for short); is a system named "Teksgo Internet Services System" which is built in order to serve the parties and companies in the Textile Sector working in the fields of Manufacturing and Wholesales of textile products, using the services offered through the web site published on the internet with the domain name of **teksgo.com** and the subdomains affiliated to this domain, and through the mobile applications working in connection with these sites, hereinafter will be referred to as TEKSGO SYSTEM in this contract.

USERS: Refers to real persons or legal entities who access the services offered, use or share information in the system, and operate on the basis of this information, either online or via mobile applications, becoming or without becoming a registered member of TEKSGO SYSTEM.

CUSTOMERS: Refers to real persons or legal entities (commercial enterprises) who are registered members of TEKSGO SYSTEM. By using the search functions, CUSTOMERS can search for registered suppliers in the system, track the listed suppliers by saving them in their list, make evaluations about these suppliers and can take advantage of other features like search, listing, tracking, etc. offered in TEKSGO SYSTEM.

SUPPLIERS: Refers to real persons or legal entities that record their information to TEKSGO SYSTEM. SUPPLIERS can appear in USERS' searches by registering their business information of their commercial enterprises to TEKSGO SYSTEM. Every SUPPLIER can also benefit from the system as a CUSTOMER.

CARGO COMPANIES: Refers to the legal entities that have recorded their information to TEKSGO SYSTEM and declared that they provide logistics services between SUPPLIERS and CUSTOMERS. CARGO COMPANIES can appear in the searches of the USERS' by recording the information of their commercial enterprises to TEKSGO SYSTEM. In addition, every CARGO COMPANY can also benefit from the system as a CUSTOMER.

MEMBER COMPANIES: After signing up to TEKSGO SYSTEM, it means SUPPLIER or CARGO COMPANY that purchases one of the paid membership packages in order to benefit from the paid services provided by the system.

MEMBERS: It refers to the CUSTOMERS, SUPPLIERS, CARGO COMPANIES or MEMBER COMPANIES.

SHOWCASE MODULE: A separate module within TEKSGO SYSTEM that is serving to MEMBER COMPANIES whose are SUPPLIERS, in order to display their products to MEMBERS. MEMBER COMPANIES can share product information, product photos, product prices, etc. and manage these records over this module.

CHAT MODULE: A separate module within TEKSGO SYSTEM that allows MEMBERS to communicate online with each other, using instant messaging.

In this CONTRACT, all real persons and legal entities described above and TEKSGO will be referred to as the **PARTY** when they are referred separately, and as the **PARTIES** when they are referred together.

TERMS OF USE FOR TEKSGO SYSTEM

Entering TEKSGO SYSTEM and using any information or services in TEKSGO SYSTEM or accessing any data in TEKSGO SYSTEM means that you accept the following conditions.

Entering TEKSGO SYSTEM, using TEKSGO SYSTEM or using the information and other data, services or programs etc. contained therein; TEKSGO is not responsible for any direct or indirect damages that may arise due to violation of the CONTRACT, unfair act or other reasons.

TEKSGO reserves the right to change TEKSGO SYSTEM and its extensions, reorganize and stop broadcasting the information provided in TEKSGO SYSTEM, without the need for a prior notice. The changes take effect as soon as they are published in TEKSGO SYSTEM. These changes are regarded as accepted through the use of TEKSGO SYSTEM or by entering TEKSGO SYSTEM. These conditions also apply to other linked web pages and applications.

As a result of violation of the CONTRACT, wrongful act, negligence or other reasons; TEKSGO does not take any responsibility for the interruption of the process, error, negligence, interruption, deletion, loss, delay of the transaction or causing of communication errors, computer viruses, theft, destruction or unauthorized entry, use or modification of USERS system.

This system may contain links or references to other websites that are not under the control of TEKSGO. TEKSGO is not responsible for the content of these sites or any other links they contain.

TEKSGO SYSTEM is the property of TEKSGO and operated by it. As USERS and MEMBERS; by using or continuing to use this system, you acknowledge that you are subject to the following conditions and, that you have the right, authority and legal capacity to sign a contract according to the laws you are connected to and, that you have read, understood and are bound by the terms of the contract.

This CONTRACT imposes to the Parties the rights and obligations regarding the system subject to the CONTRACT and, when the Parties accept this CONTRACT, they declare that they will fulfill the rights and obligations mentioned in the CONTRACT in a complete, correct, timely manner and within the conditions requested in this CONTRACT.

PARTIES' RESPONSIBILITIES

TEKSGO always reserves the right to change the products and services it offers and their prices.

TEKSGO accepts and undertakes that the USERS will benefit from the services subject to the CONTRACT only apart from technical failures.

USERS accept in advance; that they will not reverse engineer or use any other operation in order to find or obtain the source code of the TEKSGO SYSTEM, otherwise they will be responsible for any damages that may arise in TEKSGO or third parties, and they will be charged for any cost and they accept any legal and criminal proceedings that apply for them.

Within TEKSGO SYSTEM or in any part of the site or its communications and its subsystems, USERS accept that they will not share or produce any content; against public moral and ethics, against the law, damaging the rights of third parties, that is misleading, offensive, obscene, pornographic, damaging personal rights, infringing copyrights, or promoting illegal activities. Otherwise, they are entirely responsible for the damage that will occur, and in this case TEKSGO reserves the right to suspend, terminate, block their access and initiate legal proceedings. Regarding these occasions and reasons, TEKSGO reserves the right to share, if requests are received from judicial authorities regarding the activities in the TEKSGO SYSTEM, or information about USER / MEMBER accounts or records.

The interactions and relations between USERS of TEKSGO SYSTEM with each other or with third parties are under their own responsibility.

USERS and MEMBERS of TEKSGO SYSTEM acknowledge that they will not be able to claim any material and moral damages from TEKSGO in the case of their experiencing any damage due to their use of this system or its services and due to the publication or disclosure of their information/data recorded on this system.

USERS and MEMBERS of TEKSGO SYSTEM consent to using this system or publishing the information / data they have saved to this system. The USERS and MEMBERS accept and undertake that they are responsible for the damage they will cause to any third party depending on the services they use and that TEKSGO cannot be held responsible for this matter or they cannot demand any material or moral compensation from TEKSGO.

MEMBERS registered in TEKSGO SYSTEM accept that using SHOWCASE MODULE and CHAT MODULE means that they will have a contact with the MEMBER COMPANIES. MEMBERS, by viewing the MEMBER COMPANIES' showcases in SHOWCASE MODULE or by chatting with MEMBER COMPANIES via CHAT MODULE; accept that their information saved in the system will be shared with MEMBER COMPANIES. They accept that they cannot claim any material and moral damages from TEKSGO in case of any damage due to these shares.

INTELLECTUAL PROPERTY RIGHTS

All registered or unregistered intellectual property rights in TEKSGO SYSTEM, such as title, business name, brand, patent, logo, promotional work, design, information and method; belong to TEKSGO, to the owner company or to the relevant Party concerned, and is under the protection national and international laws. Visiting TEKSGO SYSTEM or using the services provided here does not give any rights regarding the intellectual property rights in question.

The information contained in TEKSGO SYSTEM can not be reproduced, published, copied, presented or transferred in any way. The whole or part of TEKSGO SYSTEM cannot be used on another website, system or printed document, without permission of TEKSGO.

CONFIDENTIAL INFORMATION

TEKSGO will not disclose the personal information provided by USERS when using the system or the information provided by MEMBERS when registering to or using the system, except the information collected for the uses of this system, by digital approval of the USER AGREEMENT by USERS/MEMBERS. These collected personal information mentioned will be referred to as "Confidential Information" for short.

Confidential Information may only be disclosed to the official authorities if such information is requested duly by the public authorities and in cases where disclosures are required by the mandatory legislative provisions in force.

Details of the principles adopted by TEKSGO for the confidentiality and protection of personal data are regulated in the "[Teksgo Privacy Policy and Protection of Personal Data Notification](#)".

NO WARRANTY

TEKSGO offers its services in TEKSGO SYSTEM on the basis of "as is" and "as possible" and does not guarantee that it will work without any problem, is not responsible for the errors that may occur in the services and the negative effects or damages they may cause on the USERS. TEKSGO is not responsible for any data loss of USERS caused by any changes to the system, suspension, termination, data loss of the system or just by using the system.

PROVIDING ACCURATE DATA

MEMBERS accept that it is mandatory to register to the system with correct and up-to-date information to become and continue to be a member. If there is a change in membership information, this information needs to be updated. TEKSGO is not responsible for damages arising from not providing accurate and up-to-date information or missing information, and in this case; It shall be deemed to be a violation of the CONTRACT. In this case, TEKSGO will be able to close (cancel) its account and membership without informing the relevant party, and can also prevent access to the TEKSGO SYSTEM. In case of violation of the contract, if TEKSGO closes the MEMBER's account, cancels its membership or prevents access to the TEKSGO SYSTEM, no refund of the fees paid to TEKSGO can be requested.

RESPONSIBILITY FOR USE OF THE SYSTEM AND MALICIOUS SOFTWARE

TEKSGO is not responsible in any way for direct or indirect material or moral damages that may result from the use of TEKSGO SYSTEM. TEKSGO has taken the necessary precautions to ensure that TEKSGO SYSTEM is free from viruses and malicious software. However, in addition to ALL these measures taken, the USERS must supply their own virus protection systems and provide the necessary protection to ensure their ultimate security. USER accepts that, by accessing or using TEKSGO SYSTEM, he/she is responsible for all the errors and the direct or indirect consequences or data losses that may occur in her/his own software and operating systems.

LINKS TO THIRD SITES

TEKSGO is not responsible for the security policies and terms of use and practices of the sites when links to other websites or applications not operated by TEKSGO are visited via the TEKSGO SYSTEM.

PROTECTION OF AND RESPONSIBILITY OF USER PASSWORD

It is the responsibility of the USER to create a strong password and provide the confidentiality of the password created, in order to log in to TEKSGO SYSTEM. The USER is responsible for the password and account security in TEKSGO SYSTEM and in the third party sites. The password should only be known to the user. TEKSGO cannot be held responsible for data loss and security violations that may occur if the password is received by third parties or for the damages to the hardware and devices owned by the USER.

In case of many incorrect password entries during the password entry, the USER's password can be blocked by TEKSGO, and sessions that remain open for a long time can be automatically closed by the system.

FORCE MAJEURE

If the obligations arising from the CONTRACT become inapplicable by the Parties because of the reasons that are not under the control of the parties like; natural disasters, fire, explosions, civil wars, wars, riots, public uprisings, declaration of mobilization, strikes, lockout and epidemic diseases, infrastructure and internet failures, power outages (hereinafter will be referred to as "Force Majeure"), Parties would be considered not responsible for these obligations.

THE INTEGRITY AND APPLICABILITY OF THE AGREEMENT

If one of these CONTRACT terms becomes partially or completely void, the remainder of the contract remains valid.

CHANGE IN THE AGREEMENT AND SYSTEM FEATURES

Without prior notice, TEKSGO reserves the right to change all products and services of TEKSGO SYSTEM, membership and service usage fees, the information in the system, the visual elements in the system partially or completely, add new ones, suspend or stop their use.

TEKSGO reserves the right to make any changes and updates on this CONTRACT.

Changes made to TEKSGO SYSTEM or this CONTRACT will be effective as of their publication in TEKSGO SYSTEM. It is the USER's responsibility to follow these changes. By continuing to benefit from the services offered, the USER will be assumed to have accepted these changes.

TEKSGO reserves the right to make a unilateral decision to accept or not to accept the USERS it wishes as a MEMBER to TEKSGO SYSTEM and also reserves the right to cancel any membership if it is found necessary. Accounts of the MEMBERS that are not approved by TEKSGO may be closed without notice or their membership may be suspended.

NOTICE

All notices to be sent to the parties regarding this CONTRACT will be made via the notifications made to TEKSGO's known e-mail address and to the USER's e-mail address or mobile phone registered to TEKSGO SYSTEM by the USER during the member registration. The USER accepts and undertakes that the address, e-mail address and mobile phone that he/she recorded when signing up is valid and in case of any change, he/she will inform TEKSGO updating the information on the system within 5 days, otherwise the notifications to be made to these addresses will be considered valid.

EVIDENTIAL CONTRACT

In all disputes that may arise between the parties for the transactions regarding this CONTRACT, the ledgers, records, documents, computer records and correspondence records of TEKSGO will be accepted as evidence in accordance with the Law No. 6100, and the user accepts and undertakes not to object to these records.

SOLUTIONS OF DISPUTES

Turkey, Bursa Courts and Enforcement Offices are authorized to resolve any dispute arising from the application or interpretation of this CONTRACT.