

GENERAL TERMS OF SERVICE

1. PARTIES

A. SERVICE PROVIDER

Trade Name : SKYMOD TEKNOLOJİ BİLİŞİM VE DANIŞMANLIK SANAYİ TİCARET ANONİM ŞİRKETİ
Tax Identification Number : 7721634467
Address : İTOB OSB MAH. 10032 SK. NO: 2 MENDERES / İZMİR
Phone : []
E-mail : []

B. CUSTOMER

The natural or legal person using the website controlled by SKYMOD and/or the provided Services.

Here is the English translation of **Section 2 – Giriş (Introduction)** using appropriate legal and formal terminology:

2. INTRODUCTION

These Terms of Service (“Terms”) govern your access to and use of the services provided by SKYMOD TEKNOLOJİ BİLİŞİM VE DANIŞMANLIK SANAYİ TİCARET ANONİM ŞİRKETİ (“SKYMOD,” “we,” or “our”). These Services are made available through our website at www.skymod.tech (“Website”) and/or our mobile applications (“Application”).

These Terms apply to the features of various services, products, and platforms (“Services”) offered by SKYMOD, including but not limited to:

- Services intended for use by individual users,
- Services that enable collaboration and communication among teams or organizational groups,
- Other services and products that may be offered from time to time via the Website or Application.

In conjunction with these Terms, **all order forms, purchase orders, or agreements (“Agreement”) executed between the parties that reference these Terms** shall govern the use of the Services.

If you are entering into or accepting the Agreement on behalf of a company or another legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, in which case the terms “Customer,” “you,” or “your” shall refer to such entity.

3. CONSENT

By visiting the Website or purchasing our Services, you agree to be bound by these Terms of Service. If you do not agree to these Terms, you may not use the Services. Continued use of the Services shall constitute your acceptance of the Terms.

4. MODIFICATIONS TO TERMS AND SERVICES

SKYMOD reserves the right, at its sole discretion, to modify, update, or terminate these Terms at any time. In such cases:

- The updated Terms will be published on the Website and the Application.

- Registered users will be notified via email.
- Continued use of the Services following such notice shall be deemed acceptance of the modified Terms.

SKYMOD also reserves the right to modify, suspend, or discontinue any part of the Services at any time without prior notice.

5. ELIGIBILITY TO USE THE SERVICES, ACCOUNT REGISTRATION, AND RESPONSIBILITIES

5.1 Eligibility

The Services may only be used by individuals who are at least [] years of age and who are not prohibited from using the Services under the laws of their respective jurisdiction.

5.2 Account Registration

In order to benefit from the Services provided by SKYMOD, you may be required to create an account ("Account"). The registration process can be completed via the Website or the Application. When creating an account, you must provide accurate, current, and complete information in the relevant registration fields. Account registration may also be carried out through a third-party processor.

During registration, you will be required to choose a username and password. It is prohibited to select a username that impersonates another person, infringes on the rights of others, or is obscene, offensive, or otherwise unlawful.

5.3 Account Responsibility

You are solely responsible for maintaining the confidentiality of your password and account information. You are also fully responsible for all activities that occur under your account.

If you become aware of any unauthorized use of your account or any other breach of security, you must promptly notify SKYMOD at []. You must never use another person's account without their explicit permission.

SKYMOD shall not be held liable for any losses or damages resulting from unauthorized use of your account, whether such use occurs with or without your knowledge. However, you may be held liable for any losses incurred by SKYMOD or others due to such unauthorized use.

5.4 Account Termination and Data Deletion

Accounts that are unpaid or inactive for more than [] days may be terminated by SKYMOD.

- Prior to termination, you will be notified and provided with the opportunity to back up your data.
- Following termination, all data associated with your account will be permanently deleted and/or destroyed in accordance with the provisions of Law No. 6698 on the Protection of Personal Data (KVKK).
- This policy applies to all Services.

6. CUSTOMER DATA

6.1 Customer Content

While using the Services, you may provide us with text, graphics, music, audio, video, any type of work, and information made available, generated, transmitted, or otherwise accessed through the Services, including images, file attachments, and other materials (collectively, “Content”). You retain full ownership of your Content. You may delete your Content at any time; however, in some cases, complete deletion may not be possible due to the need for review, archival, or reference by third-party partners or service providers (e.g., comments, shared content with partners). SKYMOD is not responsible for any failure to delete or remove such Content in its entirety.

6.2 Grant of License

By making your Content available through the Services, you grant SKYMOD a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, and transferable license to use, modify, reproduce, distribute, create derivative works from, display, perform, and otherwise fully exploit such Content in connection with the operation, promotion, and enhancement of the Services. This license includes the right to reproduce, adapt, create derivative works of, publicly display, perform, distribute, and sublicense such Content.

6.3 Disclaimer of Responsibility

You are solely responsible for the Content you provide. SKYMOD assumes no responsibility for any errors, omissions, illegality, or infringement of third-party rights in the Content. You represent and warrant that you hold all necessary rights to grant SKYMOD the license rights required under these Terms and that SKYMOD’s use of the Content through the Services does not and will not infringe any third-party intellectual property rights, publicity or privacy rights, or violate any applicable laws or regulations.

7. SERVICES AND INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership Rights

All intellectual and industrial property rights related to the Services provided by SKYMOD—including but not limited to associated software, platforms, website content, designs, visuals, graphics, logos, texts, code, databases, methodologies, procedures, and other materials—are owned exclusively by SKYMOD. Except as expressly stated in these Terms, you are granted no rights to any trademarks, services provided by SKYMOD, or any elements of the Website.

7.2 License Grant

SKYMOD grants the Customer a limited, non-transferable, non-exclusive, and revocable license to use the Services solely for the purposes specified under these Terms. This license is granted for the Customer’s personal or collaborative use and does not include any transfer of ownership or additional rights.

7.3 Reporting and Notification of Copyright Infringements

Right holders who believe that content shared through our services infringes their copyrights may notify SKYMOD of the alleged infringement in writing at []. The notice must include: (i) the name and contact information of the copyright owner claiming infringement, (ii) the content in question and a description of the alleged infringement, and (iii) a statement containing a good faith signature or acknowledgment. SKYMOD will review the received notices and may take action on the content if deemed necessary.

8. USAGE RESTRICTIONS

The Customer agrees to use the Services only in accordance with applicable Turkish legislation and international law. Any use of the Services that is unlawful, prohibited under these Terms, or that may harm the rights and interests of SKYMOD, other customers, or third parties is strictly prohibited.

The Customer undertakes not to engage in the following acts while using the Services:

- Using the Services for any unlawful purpose or any purpose prohibited by these Terms,
- Using the Services in a manner that would disrupt, disable, overload, or impair SKYMOD's systems or infrastructure,
- Engaging in hacking, password cracking, unauthorized access or similar methods to gain unauthorized access,
- Accessing or manipulating the Services, systems, or content using unsupported software, tools, or mechanisms,
- Attempting to probe, test, or breach the security vulnerabilities of SKYMOD systems,
- Performing reverse engineering, decompilation, modification, or unauthorized reproduction of the software used in the Services,
- Distributing viruses, trojan horses, worms, malware, or similar harmful content,
- Infringing the copyrights and other intellectual property rights of third parties, including works protected under Law No. 5846 on Intellectual and Artistic Works,
- Collecting, sharing, or processing others' personal data in violation of Law No. 6698 on the Protection of Personal Data,
- Impersonating others or engaging in misleading conduct regarding identity/affiliation by providing false information,
- Sharing content that constitutes a criminal offense under the Turkish Penal Code (such as obscene, threatening, defamatory, hate speech, or content promoting violence),
- Sending unsolicited communications, spam, promotions, or advertisements,
- Using chat, forums, or other communication means in a manner that obstructs or harasses the use by others.

In case of a violation of the above prohibitions, SKYMOD reserves the right to review and remove customer content, temporarily or permanently restrict access to the Services, terminate customer accounts, and, where necessary, cooperate with competent authorities in accordance with Law No. 5651 and other applicable legislation.

9. PRIVACY POLICY AND DATA PROTECTION

SKYMOD acts in accordance with applicable legislation and our Privacy Policy to protect your personal data. Your data is used solely for the provision of the Services; no marketing or third-party sharing is conducted without your consent. You can access our Privacy Policy at [].

10. DATA SECURITY

10.1 Data Protection

SKYMOD takes the necessary technical and administrative measures to ensure the confidentiality,

integrity, and security of any data (personal, commercial, technical, financial, and other) obtained from Customers or uploaded by Customers during the provision of the Services.

10.2 Data Storage and Backup

SKYMOD stores the data obtained within the scope of the service in secure environments, regularly backs up critical data, and verifies the integrity of these backups. Data is retained either for the periods stipulated in the relevant legislation or for the duration required by the purpose of the service. Upon expiration of the retention period, data is securely deleted, destroyed, or anonymized by SKYMOD.

10.3 Customer Responsibilities

The Customer is responsible for maintaining the confidentiality of their username, password, and account information. It is the Customer's responsibility to prevent unauthorized access and to refrain from sharing such information with third parties. The Customer acknowledges that they are personally responsible for all actions performed by individuals to whom they grant access to their account.

The Customer is also responsible for ensuring the security of their own information technology infrastructure (including computers, servers, software, databases, and networks).

10.4 Third-Party Service Providers

SKYMOD may receive support from third-party service providers (such as cloud computing, data hosting, or security services) located domestically or, where legal requirements are met, internationally, for the purpose of providing the Services. In such cases, third parties may access data solely for the purpose of providing services to SKYMOD and are bound by the Law on the Protection of Personal Data and confidentiality obligations.

10.5 Risks Arising from the Nature of the Internet

Absolute security of data transmissions over the internet and storage in electronic environments cannot be guaranteed. SKYMOD shall only be liable for damages resulting from data breaches to the extent that such damages are caused by its **willful misconduct or gross negligence**, despite having taken reasonable technical and administrative measures.

11. CONFIDENTIALITY

11.1 Definitions and Scope

Either party ("Disclosing Party") may disclose or grant access to the other party ("Receiving Party") to non-public, proprietary, and confidential information belonging to the Disclosing Party ("Confidential Information"). Confidential Information includes any information or documentation that, given its nature and the circumstances of disclosure, should reasonably be considered confidential; this includes business, product, technology, marketing information, data, software, plans, and strategies.

11.2 Exclusions from Confidential Information

Confidential Information does not include information that:

- a) has become publicly available, provided it is not due to a breach of this clause by the Receiving Party;
- b) is provided to the Receiving Party by a third party without any confidentiality obligation;
- c) was already in the possession of the Receiving Party prior to disclosure by the Disclosing Party;
- d) is developed independently by the Receiving Party without using the Disclosing Party's Confidential Information.

11.3 Obligations of the Receiving Party

The Receiving Party shall:

- a) protect the Disclosing Party's Confidential Information with the same degree of care as it uses to protect its own confidential information, and shall not duplicate or disclose such information;
- b) use the Confidential Information solely for the purpose of fulfilling its rights and obligations under these Terms and shall not permit access or use for any other purpose;
- c) not disclose the Confidential Information to any person or entity, except to service providers or financial/legal advisors who have a need to know such information and are bound by confidentiality obligations no less stringent than those set forth herein.

11.4 Legal Requirements

If the Receiving Party is required to disclose Confidential Information pursuant to applicable law or a court/administrative order, it shall, prior to making such disclosure, notify the Disclosing Party within a reasonable period and allow the Disclosing Party, at its own cost and responsibility, to seek a protective order or other legal remedy.

12. LIMITATION OF LIABILITY

12.1 Provision of Services

Our Services are provided "as is" and "as available." To the extent permitted by law, SKYMOD, its affiliates, and licensors make no express or implied warranties regarding the Services (including but not limited to warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, quiet enjoyment, or other types of warranties).

12.2 Warranty of Uninterrupted or Error-Free Services

SKYMOD does not guarantee that the Services or any additional features will be uninterrupted, accurate, or error-free, or that any content or information will be secure, lost, or unaltered.

12.3 Limitation of Liability

- a) SKYMOD shall not be liable for any loss, damage, or injury arising from the negligence, insufficient training, incorrect use, or misapplication of any Service by Customers or third parties. The Customer agrees to indemnify, defend, and hold harmless SKYMOD and its employees from and against any claims, damages, or legal actions arising from the use or misuse of any Service.
- b) Under no circumstances shall SKYMOD be liable for any damages, whether direct or indirect (including, without limitation, loss of use, data loss, business loss, or loss of profits), arising out of research or experiments conducted within the scope of the services provided.
- c) SKYMOD's total liability to the Customer for any loss, damage, or harm suffered in connection with the use of the Services shall be limited to the amount of service fees paid by the Customer in the last [] months. If the Customer has made no payments to SKYMOD, the liability shall be limited to [].
- d) Liabilities that cannot be excluded or limited by law are not subject to these limitations. These include:
 - i) death or personal injury caused by SKYMOD's negligence;
 - ii) fraud or fraudulent misrepresentation;
 - iii) willful misconduct or gross negligence;
 - iv) foreseeable typical damages resulting from the breach of obligations essential to the performance of the contract;
 - v) warranties provided by SKYMOD;
 - vi) liability under applicable product liability legislation.
- e) These limitations apply to the extent permitted by law and do not apply to provisions contrary to Turkish legislation.

12.4 Customer Liability

The Customer is obligated not to cause harm to SKYMOD systems, the rights and interests of other users, or third parties. SKYMOD shall not be held liable for any losses arising from the fault or negligence of the Customer.

The Customer agrees to indemnify and hold SKYMOD harmless from all claims, losses, and expenses (including attorney and consultancy fees) arising from the violation of these Terms or the use of the Services.

13. SUBSCRIPTION TERM, FEES, AND PAYMENT

13.1 Free or Discounted Access

SKYMOD reserves the right to charge fees or change pricing. Following such notification, continued use of the Services shall be deemed acceptance of the fees communicated by SKYMOD for such use.

13.2 Subscription Term and Renewal

Unless otherwise agreed in writing, the Services are provided on a subscription basis for the period specified in your Agreement (“Initial Term”) and shall automatically renew for successive one-year periods (“Renewal Term”), unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term and any Renewal Terms are collectively referred to as the “Subscription Term.”

13.3 Fees and Payment

The fees payable for the Services (“Service Fees”) shall be paid as specified in the order documents and in accordance with the terms set forth in the Agreement. The Subscription Term, payment method, and timing shall be governed by the Agreement.

13.4 Support and Service Level

SKYMOD shall provide Technical Support to paying users in accordance with the support and service levels specified in the Agreement. Detailed information and procedures for requesting technical support shall be provided in the Agreement or its relevant annexes.

13.5 Payment Defaults and Consequences

If the Customer fails to fulfill its payment obligations as set forth in the Agreement, SKYMOD reserves the right to suspend or terminate the Services in whole or in part. In the event of suspension, data deletion or export procedures shall be carried out as specified in the Agreement.

14. SUPPORT AND PROFESSIONAL SERVICES

14.1 Technical Support

SKYMOD provides Technical Support to paying users under the support and Service Level Agreement (“SLA”) specified in the Agreement. For any questions regarding technical support, you may contact us at [].

14.2 Professional Services

SKYMOD also offers Professional Services to its paying users. For detailed information or requests regarding Professional Services, please contact us at [].

15. TERM AND TERMINATION

15.1 Account Termination and Access Revocation

SKYMOD may suspend or terminate your account in accordance with the terms set forth in the

Agreement between the parties, in the event of a violation of these Terms by the Customer, suspicion of illegal activity, or in response to official requests.

In the event of account suspension or termination, data backup and retrieval procedures shall be carried out as specified in the Agreement.

SKYMOD reserves the right to immediately suspend the Customer's account upon determining a violation of these Terms, suspicion of unlawful activity, or to comply with requests from law enforcement or other governmental authorities. However, if the Customer wishes to contest such suspension, they may contact SKYMOD within 30 days from the date of notification at [_____].

15.2 Right of Termination

Either party may request termination by written notice if the other party materially breaches any provision of the Agreement or these Terms.

- If the breach is not capable of being remedied, termination may be effected immediately.
- If the breach is capable of being remedied, termination may occur if the breaching party fails to remedy the breach within 30 days following written notice.
- Immediate termination may also occur if the other party becomes insolvent, bankrupt, unable to pay its debts, or unable to continue business in the ordinary course.

15.3 Post-Termination Obligations

- In the event of termination or expiration of the relationship:
 1. The Customer shall immediately cease access to the platform and the Services.
 2. The Customer shall be liable for all fees due for Services provided up to the date of termination. If the termination is caused by the Customer, the obligation to pay the fees for the remaining Subscription Term shall continue. Any prepaid fees shall not be refunded or credited.
- SKYMOD shall provide a one-time opportunity for data export. Upon completion of the data export, the account and data shall be deleted. If the Customer does not request a data export within 30 days, the data shall be deleted in accordance with SKYMOD's data retention policies.

15.4 Provisions Surviving Termination

- The provisions of the Agreement that are intended to survive termination shall remain in force after termination.

The rights of termination and the obligations following termination shall be applied in accordance with the provisions set forth in the Agreement executed between the Parties. In case of any conflict between these Terms and the Agreement, unless otherwise expressly stated in the Agreement, the provisions of the Agreement shall prevail.

16. Governing Law and Jurisdiction

These Terms and all matters arising out of or relating to these Terms shall be governed by the laws of the Republic of Turkey. The parties agree that these Terms shall be interpreted and enforced in

accordance with Turkish law.

All disputes arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the İzmir Courts and Enforcement Offices.

17. General Provisions

17.1 These Terms constitute the entire and exclusive agreement between SKYMOD and the Customer regarding the Services and supersede all prior oral or written agreements between the parties relating to the subject matter of these Terms. If any provision of these Terms is held to be invalid or unenforceable by a competent court for any reason, the remaining provisions shall continue in full force and effect.

17.2 The Customer may not assign or transfer any of its rights or obligations under these Terms, in whole or in part, without SKYMOD's prior written consent. Any attempted assignment or transfer in violation of this clause shall be null and void. SKYMOD may assign or transfer these Terms without restriction, and such assignment or transfer shall be binding upon SKYMOD and its successors.

17.3 All notices shall be made in writing and delivered to the registered contact or email addresses of the Customer and SKYMOD. Notices shall be deemed effective when sent by registered mail with return receipt, delivered by hand, by documented express courier, or when sent via email and receipt is confirmed by the recipient.

17.4 The failure of SKYMOD to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. A waiver of any right or provision shall only be effective if made in writing and signed by an authorized representative of SKYMOD. Unless expressly stated otherwise in these Terms, the exercise of any remedy by either party shall be without prejudice to any other remedies available under law or contract.

18. CONTACT

If you have any questions regarding these Terms, the SKYMOD Privacy Policy (which is hereby incorporated into these Terms by reference), or the Services, please contact the SKYMOD team at the following address: