

TERMS OF USE

Please read these Terms of Use carefully before accessing or using our Website. By accessing <https://www.miny.dev> (the “Website”), you agree to be bound by these Terms of Use. If you do not accept these Terms of Use, you must not use the Website.

These Terms of Use may be updated from time to time. Your continued use of the Website following any update constitutes your acceptance of the revised Terms of Use. If you have any questions regarding these Terms of Use, please contact us.

1. INTRODUCTION

These Terms of Use set out the legally binding terms and conditions governing your access to and use of the Website, including all content, materials, and features made available through it (collectively, the “Website”).

The Website is owned, operated, and maintained by **Miny Bilişim Teknolojileri Limited Şirketi**, a company incorporated and validly existing under the laws of the Republic of Türkiye, with its registered address at İnönü Mah. Zümrüt Sk. Cevriye Hanım Apt. No:11/17 Ataşehir, Istanbul (hereinafter referred to as “Miny”, the “Company”, “We”, and through similar words such as “us”, “our”, etc.).

2. AGREEMENT AND ACCEPTANCE

Miny provides the Website solely for informational and business development purposes, enabling visitors to learn about our services and to contact us through the contact form available on the Website. If you do not accept these Terms of Use or any part thereof, you must immediately stop accessing and using the Website.

For detailed information regarding the processing of personal data collected through the Website, please refer to our **Privacy Policy**, available at

3. UPDATES TO THESE TERMS OF USE

The Company reserves the right to update, modify, or remove any provision of these Terms of Use at any time. Where required by applicable law, we will notify users of material changes by posting a notice on the Website or by other appropriate means before the changes take effect. If you do not accept the updated Terms of Use, you must stop accessing and using the Website. Your continued access to or use of the Website following any update will constitute your acceptance of the revised Terms of Use.

These Terms of Use apply to all features, functionality, and content that may be added to the Website from time to time. The most current version of these Terms of Use is always available on the Website. We recommend that you review them periodically to remain informed of any changes.

4. DEFINITIONS

Within the scope of these Terms of Use, the following terms shall have the meanings set out below:

Force Majeure

Natural disasters such as floods and earthquakes, war, mobilisation, epidemics, revolutions, or other events in any country affecting the operations of the Company or its suppliers, internet or public telecommunications network failures, cyber-attacks, malware, government restrictions, or any other events beyond the reasonable control of the affected party. Delays or non-performance

	<i>arising from Force Majeure events must not be preventable or avoidable by the affected party.</i>
Intellectual Property Rights	<i>The entirety of rights relating to copyrights, trademarks, computer programs, databases, patents, know-how, trade names, trade secrets, domain names, and other similar rights.</i>
Services	<i>The services made available through the Website, which consist of: (i) providing informational content about Miny's business, products, and services; and (ii) enabling visitors to contact Miny through the contact form available on the Website.</i>
User / Visitor	<i>Any natural or legal person who accesses or uses the Website.</i>
Website	<i>The website accessible at https://www.miny.dev, including all pages, content, and features available through it.</i>
Website Content	<i>All visual interfaces, graphics, designs, photographs, videos, text, data, information, computer code, and all other elements of the Website, taken as a whole.</i>

5. SCOPE AND USE OF THE WEBSITE

The Website is a corporate and informational platform through which Miny presents its business activities, services, and products to the public and to potential business partners. The sole interactive functionality available to visitors is the contact form, through which visitors may submit enquiries to Miny. No accounts, purchases, subscriptions, or other transactional features are available through the Website.

The Services, and all Website Content, are provided on an “as is” and “as available” basis. Miny does not warrant that the Website will be continuously available, error-free, or free of interruptions. The scope and features of the Website may change from time to time at Miny’s sole discretion, and no commitment is made that any feature or content currently available will continue to be available in the same form or at all.

5.1 Eligibility

Access to and use of the Website is not permitted for individuals under the age of 18. By accessing the Website, you represent and warrant that you are at least 18 years of age and that you have the legal capacity to agree to and comply with these Terms of Use.

5.2 Website Content

The Website Content, including all visual interfaces, graphics, design, photographs, videos, text, data, and computer code, is protected by copyright, trademark, patent, and other applicable Intellectual Property Rights. Any use of the Website Content without the prior written consent of Miny is strictly prohibited. Miny reserves all rights in and to the Website Content not expressly granted under these Terms of Use.

Any material downloaded from or otherwise obtained through the Website is done at your own discretion and risk. You are solely responsible for any damage to your computer system, mobile device, or any other device, or for any loss of data, resulting from such download or use.

5.3 Website Licence

Subject to your compliance with these Terms of Use, Miny grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable licence (the “**Licence**”) to access and use the Website and its content solely for your personal, non-commercial information purposes. This Licence does not include the right to: (i) resell or make any commercial use of the Website or Website Content; (ii) reproduce, distribute, publicly display or perform, translate, modify, or create derivative works from any Website Content; (iii) use any data mining, scraping, crawling, or similar data gathering methods; or (iv) use the Website in any manner that competes with Miny’s business.

The Company may revoke this Licence at any time, with or without cause, and without incurring any liability in tort or otherwise to any User. A breach of this Licence or of these Terms of Use may also constitute an infringement of the Intellectual Property Rights of the Company or third parties, which may give rise to significant civil and criminal liability.

All registered or unregistered trademarks, service marks, company names, and logos displayed on the Website are the property of their respective owners. Reference to any service, product, or entity by trade name, trademark, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by the Company.

5.4 Prohibited Uses

You are solely responsible for all your interactions with the Website. In using the Website, you must not:

- violate or threaten to violate the legal rights (including privacy and publicity rights) of the Company or any third party, or use information learned through the Website to do so;
- violate any international, national, or local law, regulation, rule, or ordinance;
- transmit or cause to be transmitted any communication that is defamatory, obscene, offensive, discriminatory, or that promotes hatred, racism, or physical harm against any person or group;
- use the Website for spam, phishing, scraping, crawling, or any automated or manual data collection process;
- attempt to circumvent or interfere with the security features of the Website;
- attempt to reverse-engineer, decompile, hack, disable, disassemble, copy, or impair the integrity or performance of the Website or its underlying infrastructure;
- restrict or prevent any other visitor from accessing or using the Website;
- use any robot, spider, or automated process or device for data mining, scraping, or indexing of the Website in any form;
- attempt to gain unauthorised access to the Website, its servers, or any connected network;
- adapt, modify, licence, sublicense, or translate the Website or Website Content for your own personal or commercial use;
- remove or alter any copyright, trademark, or other proprietary notices forming part of the Website Content;
- use the Website in a misleading or deceptive manner, or access or obtain Miny’s trade secrets for public disclosure or other purposes; or
- encourage or assist any third party to engage in any of the foregoing prohibited activities.

Any use of the Website or Website Content in breach of the foregoing will be strictly prohibited and may result in the immediate termination of your access to the Website, as well as potential liability under applicable intellectual property and other laws. The Company reserves the right to commence appropriate investigation and legal proceedings in respect of any such unauthorised use.

If any legal claim is made or threatened against you in connection with your use of the Website, you must promptly inform the Company. At the Company’s request, you must confirm such claim in writing

and cease your access to or use of the Website. The Company reserves the right to share relevant information with the competent regulatory authorities and courts, and to provide such information to the relevant authorities if required.

5.5 Contact Form

The Website provides a contact form through which visitors may submit enquiries to Miny. When using the contact form, you may only provide your own email address and submit messages on your own behalf. You must not:

- submit false, misleading, or inaccurate information through the contact form;
- submit content through the contact form that is defamatory, offensive, obscene, unlawful, or that infringes the rights of any third party; or
- use the contact form to transmit spam, unsolicited commercial communications, or any content that is intended to deceive or cause harm.

Miny is not obliged to respond to every enquiry submitted through the contact form. The submission of an enquiry through the contact form does not create any contractual or other obligation on the part of Miny.

For information on how Miny processes the personal data you provide through the contact form, please refer to our Privacy Policy.

6. WEBSITE AVAILABILITY AND MODIFICATIONS

Subject to exceptions, your access to the Website is subject to your compliance with these Terms of Use. The Company reserves the right, at its sole discretion and without prior notice, to withdraw, modify, or otherwise alter any feature, functionality, Service, or content available through the Website.

In order to maintain the highest level of service quality, Miny reserves the right to suspend the Website for maintenance, system updates, or other modifications, and will endeavour to provide reasonable advance notice to users where practicable. We will not be liable for any reason if all or any part of the Website is unavailable at any time or for any period. We may, from time to time, restrict access to all or part of the Website. The Company may also, within the limits of applicable law, decide to suspend or permanently discontinue the Services.

The Website or the Services may also be unavailable for reasons outside the Company's reasonable control, including events of **Force Majeure**.

7. DATA PROTECTION AND PRIVACY

The Company undertakes to comply with applicable laws, rules, regulations, directives, and guidelines relating to the collection, use, and disclosure of information collected from or about users in connection with access to or use of the Website (collectively, "**Applicable Law**").

Any personal data that you provide to us through the Website is subject to our Privacy Policy, available at <https://www.miny.dev/privacy-policy.pdf> . Please review our Privacy Policy to understand our practices.

8. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that:

- it has the capacity and authority necessary to be bound by these Terms of Use;
- compliance with these Terms of Use and performance of obligations hereunder will not breach any other agreement to which it is a party;

- no restriction, limitation, contractual provision, or legal obligation will prevent either party from fulfilling the obligations set out herein; and
- these Terms of Use, upon acceptance, will constitute a legal, valid, and binding obligation of the parties.

The Company represents and warrants that: (i) it holds all rights, licences, know-how, and experience necessary to provide the Services described herein; (ii) it is the sole owner of the Website and the Intellectual Property Rights therein (to the extent permitted by these Terms of Use); and (iii) the Website and Services, when used in accordance with these Terms of Use, will comply with all applicable laws and regulations.

Each User represents and warrants that: (i) all information provided through the Website is accurate, complete, and up to date; (ii) any information shared with Miny does not infringe the Intellectual Property Rights, proprietary rights, or privacy or publicity rights of any third party; and (iii) the User will use the Website solely for the permitted purposes set out in these Terms of Use and in compliance with all applicable laws.

9. DISCLAIMERS AND WARRANTIES

Unless expressly stated otherwise, Miny

- makes no representation or warranty that the results, information, or content obtained through the Website will be wholly accurate, reliable, timely, complete, or fit for any particular purpose;
- makes no warranty that the quality of any information obtained through the Website will meet your expectations or that any errors in the Website will be corrected; and
- makes no warranty that the Website will be uninterrupted, secure, or free of errors or harmful components.

The Website and all Website Content (including information and data) are provided strictly on an “as is” and “as available” basis, without any condition or warranty of any kind, express, implied, or statutory. No representation or warranty is made by Miny or any third party as to the benefits or results to be obtained from use of the Website.

Your access to and use of the Website and any data or content obtained through it is at your own risk. Without limiting the foregoing, Miny expressly disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement.

The Website contains informational content only and does not constitute professional, legal, financial, technical, or any other form of advice. You should not rely on any content on the Website as a substitute for independent professional advice.

IF A COMPETENT COURT DETERMINES THAT MINY OWES A DUTY OF CARE TO ANY USER, MINY SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT CONSEQUENCES, LOSSES, DAMAGES, OR INJURY ARISING FROM THE USE OF THE WEBSITE UNLESS CAUSED BY THE DIRECT NEGLIGENCE OR FAULT OF MINY AND CONFIRMED BY A FINAL JUDGMENT OF A COMPETENT COURT OR ADMINISTRATIVE AUTHORITY. EVEN IN SUCH CIRCUMSTANCES, MINY SHALL ONLY BE LIABLE TO THE EXTENT OF ITS PROPORTIONATE FAULT.

10. LIMITATION OF LIABILITY

If performance of Miny’s obligations under these Terms of Use is prevented or delayed by any act or omission of a User or its agents, advisers, or representatives, Miny shall not be liable for any resulting direct or indirect loss or damage.

In no event shall Miny, its developers, affiliates, licensors, service providers, employees, agents, officers, or directors be liable to any User for any type of loss or damage arising out of or in connection

with the use of, or inability to use, the Website or any content or services obtained through the Website. Such excluded losses and damages include, without limitation:

- direct, indirect, special, incidental, consequential, or punitive damages;
- personal injury, pain and suffering, or emotional distress;
- loss of revenue, profit, anticipated savings, or business opportunity;
- loss of use, loss of goodwill, loss of data; and
- any other losses or damages, whether in contract, tort (including negligence), or otherwise, and whether or not they were foreseeable.

MINY IS NOT RESPONSIBLE FOR THE DEFAMATORY, OFFENSIVE, OR UNLAWFUL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR WITH ANY PROVISION OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE WEBSITE.

This limitation of liability section shall be construed in full compliance with the laws of the applicable jurisdiction. It applies regardless of whether the claim is brought in contract, tort, negligence, strict liability, or otherwise, and even if the Company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; accordingly, the foregoing limitations may not apply to users in such jurisdictions. These Terms of Use grant you specific legal rights, and you may have other rights that vary by jurisdiction. The disclaimers, exclusions, and limitations of liability set out in these Terms of Use shall not apply to the extent prohibited by applicable law.

11. INDEMNIFICATION

Each User agrees to defend, indemnify, and hold harmless the Company and its affiliates, partners, shareholders, employees, agents, representatives, and independent contractors from and against any and all costs, damages, losses, and expenses (including legal fees) arising out of or in connection with any third-party claim relating to:

- the User's use of the Website or its content in a manner that infringes the rights of third parties, in particular Intellectual Property Rights or privacy rights;
- any content submitted by the User through the Website that is unlawful, defamatory, obscene, or that promotes illegal or unethical conduct;
- the User's failure to obtain any required permission, licence, or approval in connection with their use of the Website; or
- any breach by the User of their representations, warranties, or obligations under these Terms of Use.

12. SUSPENSION AND TERMINATION OF ACCESS

Miny reserves the right to investigate reports of violations of these Terms of Use and to take any action it deems appropriate. Such actions may include reporting suspected unlawful activity to competent authorities, regulators, or other third parties, and disclosing to such persons or entities any information that Miny reasonably considers necessary or appropriate.

Miny may, at its sole discretion and without prior notice or liability, immediately restrict, suspend, or terminate your access to the Website. This applies in particular where Miny reasonably believes or determines that you have violated these Terms of Use or any provision of applicable law, or have engaged in conduct that Miny considers inappropriate or unacceptable.

You may at any time cease your use of the Website. Sections of these Terms of Use that by their nature should survive termination, as described in Section 13 below, shall remain in full force and effect following termination.

13. EFFECT OF TERMINATION

Upon any expiry or termination of these Terms of Use for any reason, all of your rights of access to the Website will immediately cease. The following provisions shall survive expiry or termination of these Terms of Use: “Definitions”, “Disclaimers and Warranties”, “Limitation of Liability”, “Indemnification”, “Suspension and Termination of Access”, “Effect of Termination”, “Governing Law”, “Severability”, and “Miscellaneous Provisions”. All other obligations of the parties under these Terms of Use shall cease upon termination.

14. THIRD-PARTY LINKS AND CONTENT

The Website may contain hyperlinks to third-party websites, resources, content, or services (collectively, “**Third-Party Services**”). When you access Third-Party Services, you do so at your own risk. Third-Party Services are not under the control of Miny and Miny is not responsible for the content, functionality, accuracy, legality, or appropriateness of any Third-Party Service. The inclusion of any link to a Third-Party Service does not imply any endorsement by Miny of that service or its operators.

Third parties, including other users or third-party licensors, publishers, and reporting services, may provide content on or accessible through the Website. All statements and opinions expressed in such third-party materials are solely the responsibility of the person or entity providing them and do not reflect the views of Miny.

By using the Website, you expressly release Miny from any and all liability arising from your access to or use of Third-Party Services, including any loss or damage resulting from your reliance on third-party content.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Türkiye, without giving effect to any choice-of-law or conflict-of-law rules that would cause the application of the laws of any other jurisdiction. In the event of any dispute arising out of or in connection with these Terms of Use, the courts of Istanbul (Anatolian District) shall have exclusive jurisdiction.

16. SEVERABILITY

If any provision of these Terms of Use is found to be unlawful, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall apply only to that provision. Such finding shall not affect the legality, validity, or enforceability of any other provision of these Terms of Use. Where any provision is found to be invalid or unenforceable, these Terms of Use shall be construed, interpreted, and applied in a manner that most closely reflects the original intent of the parties and produces the most closely equivalent legal effect. A finding of invalidity or unenforceability of any provision in a given jurisdiction shall not affect the validity or enforceability of that provision in any other jurisdiction.

17. MISCELLANEOUS PROVISIONS

17.1 Headings

Section headings used in these Terms of Use are for reference purposes only and shall not affect the meaning or interpretation of these Terms of Use.

17.2 Waiver

The failure of Miny to enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision, nor shall it be construed as a continuing waiver of that or any other right or provision.

17.3 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under these Terms of Use to the extent such failure or delay is caused by a Force Majeure event.

17.4 Assignment

Users may not assign, transfer, novate, or sub-contract any of their rights or obligations under these Terms of Use without the prior written consent of the Company. Any purported assignment without such consent shall be void and of no effect from the outset. The Company reserves the right to assign, transfer, novate, or sub-contract all or any of its rights and obligations under these Terms of Use, subject to giving due consideration to the legitimate interests of Users. The provisions of these Terms of Use regarding updates shall apply accordingly.

17.5 Entire Agreement

These Terms of Use constitute the entire agreement between the parties with respect to their subject matter and supersede all prior written or oral agreements and communications relating thereto.

17.6 Interpretation

Unless the context otherwise requires: (i) the singular shall include the plural and vice versa; (ii) any action required to be taken under these Terms of Use on a day that is not a business day shall be performed on or before the next succeeding business day; (iii) any reference to a statute or regulation shall include all amendments, consolidations, and re-enactments thereof; and (iv) references to a natural person shall include any legal entity, and vice versa.

17.7 No Strict Construction

If any ambiguity or issue arises with respect to any provision of these Terms of Use, these Terms of Use shall be interpreted as if collectively approved by both parties, and no presumption or burden of proof shall arise in favour of or against either party by virtue of the authorship of any provision herein.

18. CONTACT INFORMATION

If you have any questions, complaints, or concerns regarding the Website or these Terms of Use, please contact us at:

Miny Bilişim Teknolojileri Limited Şirketi

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