THDSoft

Professional Software Solutions

- General Terms of Use –

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“This Terms of Use Statement relates to use practices of the websites, applications and many products and services operated by the THDSoft. All web sites is a copyrighted work belonging to THDSoft. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.”
Cookies and Web Beacons

Like any other website, uses ‘cookies’. These cookies are used to store information including visitors’ preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users’ experience by customizing our web page content based on visitors’ browser type and/or other information.

These Terms of Use described the legally binding terms and conditions that oversee your use of the Site. BY LOGGING INTO THE SITE, YOU ARE BEING COMPLIANT THAT THESE TERMS and you represent that you have the authority and capacity to enter into these Terms. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE. IF YOU DISAGREE WITH ALL OF THE PROVISION OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE.

These terms require the use of arbitration Section 10.2 on an individual basis to resolve disputes and also limit the remedies available to you in the event of a dispute.

1. Accounts

Account Responsibilities: You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You approve to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Site

Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal, noncommercial use.

Certain Restrictions: The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded,
displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

**No Support or Maintenance:** You agree that Company will have no obligation to provide you with any support in connection with the Site.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company’s suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights, except for the limited access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

### 3. User Content

**Acceptable Use Policy:** You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, whether through password mining or any other means; (vi) harass or interfere
with any other user’s use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

If you provide Company with any feedback or suggestions regarding the Site, you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it believes appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary.

4. You agree to;

You agree to indemnify and hold Company and its officers, employees, and agents harmless, including costs and attorneys’ fees, from any claim or demand made by any third-party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. Third-Party Links & Ads; Other Users

Third-Party Links & Ads: The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices.
Other Users: Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site.

6. Disclaimers

The site is provided on an “as-is” and “as available” basis, and company and our suppliers expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We and our suppliers make not guarantee that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (90) days from the date of first use.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

7. Limitation on Liability

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.
To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (u.s. $10). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 2.5, Section 3 and Sections 4 through 10.

9. Copyright Policy

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. statement that you have a good faith belief that use of the objectionable material is not authorized
   by the copyright owner, its agent, or under the law; and

10. General

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by
sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of
the changes on our Site. You are responsible for providing us with your most current e-mail address. In the
event that the last e-mail address that you have provided us is not valid our dispatch of the e-mail containing
such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes
to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-
mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These
changes will be effective immediately for new users of our Site. Continued use of our Site following notice of
such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms
and conditions of such changes.

Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with
Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A
CLASS ACTION WAIVER.

Applicability of Arbitration Agreement: All claims and disputes in connection with the Terms or the use of
any product or service provided by the Company that cannot be resolved informally or in small claims court
shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement.
Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement
applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in
interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or
goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution: Before either party may seek arbitration, the party
must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or
dispute, and the requested relief. A Notice to the Company should be sent to: ÇOMÜ Teknopark Sarıcaeli
Kampüsü No:276/J2 Sarıcaeli Köyü, 17100, Canakkale/TURKEY. After the Notice is received, you and the
Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the
claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration
proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

**Electronic Communications:** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

**Entire Terms:** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

**Copyright/Trademark Information:** Copyright © 2017. All rights reserved. All trademarks, logos and service marks displayed on the Site are our property or the property of other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**Contacting Us**

If there are any questions regarding this terms of use you may contact us using the information below.

**THDSof Professional Software Solutions**

ÇOMÜ Teknopark Sarıçelî Kampüsü No:276/J2 Sarıçelî Köyü, 17100, Canakkale/TURKEY

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