

# TERMS AND CONDITIONS

Last Updated 01 September 2019

## 1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (**you**), and **Alpugan**, located at **Turkey (we, us)**, concerning your access to and use of the **Money Watch** (<http://alpugan.com/alpugansw>) mobile app as well as any related applications (the **App**).

The App provides the following services: **Live rate updates fed from eodhistoricaldata.com every 60 seconds excluding stock exchange data which is delayed for 20 minutes. (Services)**. You agree that by accessing the App and/or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

**If you do not agree with all of these Terms and Conditions, then you are prohibited from using the App and Services and you must discontinue use immediately.** We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and condition or documents that may be posted on the App from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated \93Revised\94 date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the App represents that you have accepted such changes.

1.4 We may update or change the App from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.5 The information provided on the App is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.6 Additional policies which also apply to your use of the App include:

## **2. Acceptable Use**

2.1 You may not access or use the App for any purpose other than that for which we make the App and our services available. The App may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.2 As a user of this App, you agree not to:

- \* Systematically retrieve data or other content from the App to a compile database or directory without written permission from us
- \* Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- \* Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App
- \* Advertise products or services not intended by us
- \* Falsely imply a relationship with us or another company with whom you do not have a relationship

## **3. Our content**

3.1 Unless otherwise indicated, the App and Services including source code, databases, functionality, software, text, photographs, and graphics on the App (**Our Content**) are owned or licensed to us, and are protected by copyright and trade mark laws.

3.2 Except as expressly provided in these Terms and Conditions, no part of the App, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated,

transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

**3.3** Provided that you are eligible to use the App, you are granted a limited licence to access and use the App and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

**3.4** You shall not (a) try to gain unauthorised access to the App or any networks, servers or computer systems connected to the App; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the App or Our Content, including the modification of the paper or digital copies you may have downloaded.

**3.5** We shall (a) prepare the App and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the App that contains viruses.

**3.6** The content on the App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the App.

**3.7** Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the App is accurate, complete or up to date.

## **4. Site Management**

**4.1** We reserve the right at our sole discretion, to (1) monitor the App for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) remove from the App or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (4) otherwise manage the App in a manner designed to protect our rights and property and to facilitate the proper functioning of the App and Services.

**4.2** We do not guarantee that the App will be secure or free from bugs.

4.3 You are responsible for configuring your information technology, computer programs and platform to access the App.

## **5. Modifications to and availability of the App**

5.1 We reserve the right to change, modify, or remove the contents of the App at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

5.2 We cannot guarantee the App and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the App, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App or Services during any downtime or discontinuance of the App or Services. We are not obliged to maintain and support the App or Services or to supply any corrections, updates, or releases.

5.3 There may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

## **6. Disclaimer/Limitation of Liability**

6.1 The App and Services are provided on an as-is and as-available basis. You agree that your use of the App and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the App and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the App's content and are not liable for any (1) errors or omissions in content: (2) any unauthorized access to or use of our app and/or any and all

personal information and/or financial information; (3) any interruption or cessation of transmission to or from the App or services; and/or (4) any bugs or the like which may be transmitted to or through the App by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

## 6.2 Our responsibility for loss or damage suffered by you:

### **Whether you are a consumer or a business user:**

\* We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### **If you are a business user:**

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- \* use of, or inability to use, our App/Services; or
- \* use of or reliance on any content displayed on our App.

In particular, we will not be liable for:

- \* loss of profits, sales, business, or revenue;
- \* business interruption;
- \* loss of anticipated savings;
- \* loss of business opportunity, goodwill or reputation; or
- \* any indirect or consequential loss or damage.

### **If you are a consumer user:**

\* Please note that we only provide our App for domestic and private use. You agree not to use our App for any commercial or business purposes, and we have

no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

\* If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

\* You have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

## **7. Term and Termination**

7.1 These Terms and Conditions shall remain in full force and effect while you use the App or Services or are otherwise a user of the App, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at [omega@alpugan.com](mailto:omega@alpugan.com).

7.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the App and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the App/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the App and the Services or delete any content or information that you posted at any time, without warning, in our sole discretion.

7.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **8. Mobile Application**

8.1 We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this license.

8.2 *For consumers only - If you are a customer in the European Union, you have certain rights to decompile the Software if:*

- \* this is necessary to obtain the information that you need to make the software interoperable with other software and*
- \* we have not made that information available to you.*

*Before reverse engineering or decompiling the software, you must first write to us and ask us to provide you with the interoperability information that you need. Please provide us with full details of your requirements so that we can assess what information you need. We may impose reasonable conditions on providing you with interoperability information. You must use that information only for the purpose of making the software interoperable with other software. You must not use that information for any other purpose.*

8.3 *For business users only - You will not:*

*(a) reverse engineer, decompile or otherwise try to discover the source code of the software/application unless you have first written to us requesting interoperability information and we have failed to provide you with that information or if we have failed to offer to provide you with interoperability information on reasonable conditions";*

*(b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application;*

*(c) breach any applicable laws, rules or regulations in connection with your access or use of the application;*

*(d) remove, alter or obscure any proprietary notice (including any notice of copyright or trade mark) posted by us or the licensors of the application;*

*(e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;*

*(f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;*

*(g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application;*

*(h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or*

*(i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.*

8.4 The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an App Distributor) to access the Services:

(a) The licence granted to you for our mobile application is limited to a non-transferable licence to use the application on a device that utilizes the Apple



iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service;

(b) We are responsible for providing any maintenance and support services with respect to the mobile application as specified in these Terms and Conditions or as otherwise required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(c) In the event of any failure of the mobile application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(d) You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a '93terrorist supporting'94 country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(e) You must comply with applicable third party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in breach of their wireless data service agreement when using the mobile application; and

(f) You acknowledge and agree that the App Distributors are third party beneficiaries of these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

## **9. General**

9.1 Visiting the App, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic

communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the App, satisfy any legal requirement that such communication be in writing.

**You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the App.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

**9.2** These Terms and Conditions and any policies or operating rules posted by us on the App or in respect to the Services constitute the entire agreement and understanding between you and us.

**9.3** Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

**9.4** We may assign any or all of our rights and obligations to others at any time.

**9.5** We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

**9.6** If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

**9.7** There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the App or Services.

**9.8** *For consumers only - Please note that these Terms and Conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may*

*also bring proceedings in Scotland. If you have any complaint or wish to raise a dispute under these Terms and Conditions or otherwise in relation to the App please follow this link <http://ec.europa.eu/odr>*

*9.9 For business users only - If you are a business user, these Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English Law. We both agree to the exclusive jurisdiction of the courts of England and Wales.*

**9.10** Except as stated under the Mobile Application section, a person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

**9.11** In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at [omega@alpugan.com](mailto:omega@alpugan.com)