

## TERMS OF SERVICE OF ASTRALZEN

Astralzen (hereinafter referred to as "the application", "our", "we" or "us") is owned and operated by BG Mobil Bilgi Teknolojileri Limited Şirketi. This Terms of Service herein is owned and operated by BG Mobil Bilgi Teknolojileri Limited Şirketi which enable the use of applications by BG Mobil Bilgi Teknolojileri Limited Şirketi and shall be valid for all services given to you by BG Mobil Bilgi Teknolojileri Limited Şirketi.

These Terms of Service will provide you the right to use the software applications, web sites, tools, and other features (collectively, the "Services") of the Application. If you are using the Application when you are acting as a business entity, please note that the transactions you make are binding for your business.

By using our Services, you confirm that you accept our Terms of Service herein and you agree to comply with them. If you do not agree with these Terms of Service, please do not install, and use the Application.

We grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to utilize Astralzen Services through a mobile device or an application. We reserve all rights not expressly granted in the Terms, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in our Services, and all related items.

You accept that the contact information which you have declared while creating a profile may be used for bulletins, marketing, and advertising purposes. For detailed information, please check our Privacy Statement.

If you have any questions about these Terms or our Services, please contact us at [support@astralzen.desk360.com](mailto:support@astralzen.desk360.com)

**Last Update:** 28 June, 2021

### 1. Description of Services and Fees

Astralzen is an Application that provides services such as personalized birth chart, daily, weekly, monthly horoscope comments.

Different fees may be determined and arranged for different countries while purchasing. The user will be notified about the fee before the purchase. However, if users change their settings in their own accounts and select a different country, the notified fees may vary. Fees notified to the user are arranged according to the country which they have selected in the account settings.

We wish you to be completely satisfied with our services. Malfunctions may be encountered from time to time. We solve 99% of the problems that our users encountered by making maintenance and by other actions taken by us to provide you an issueless use of our services.

Some features of our Services in our website may differ from the features in our application. We provide all our Services in our Application but in our website, we only provide our birth chart analysis Services.

### 2. Termination

The license for use of the Services provided herein is effective until terminated. You may terminate your license at any time by removing the mobile application from your devices. We reserve the right, without notice and in our sole discretion, to terminate your license to access or use our Services according to your failure to comply with any of the Terms. We are not responsible for any loss or harm related to your inability to access or use our Services.

### **3. Eligibility**

You must be at least 18 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

### **4. Access**

You may upload our Application for free, and we provide you all content other than birth chart free of charge. We may only charge you when you choose to receive birth chart analysis from us. We do not guarantee that our Services will always be available or be uninterrupted. You are responsible for making all arrangements necessary for you to have access to our Services.

We do not represent that our Services will be available in other locations. We may limit the availability of our Services or specific functionality to any user or geographic area at any time. If you choose to access our Services from a prohibited jurisdiction, it is at your own risk.

### **5. Updates and Support**

We reserve the right to add or remove features or functionality to the application. When your mobile phone is set up, the application periodically communicates with our servers. When we release a new version of the Application or if we add new features to it, we may ask you to update the application on your mobile phone. Before you begin to use updated versions of the Application, you may be asked to review and may need to accept the updated Terms of Service. Continuing to use the Services after the update proves that the User has agreed and accepted the updated Terms.

The Application constantly works to provide suitable and efficient technical support to the services and provides updates and upgrades. However, it is not mandatory to provide any maintenance or support for the Services under these conditions.

### **6. Privacy**

Please find our Privacy Statement for detailed information about how we collect, use, and disclose the information given by you. Transfer and storage of information about you is governed by our Privacy Statement as well.

Data security is provided by us. However, the user is responsible for any unauthorized access to user information, contact information and other contents; abusing, storage, reproduction, sale, copying, as well as illegal use of user information, contact information and other content.

### **7. Code of Conduct and Prohibited Content**

You will not violate any applicable law, contract, intellectual property, or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and Astralzen;
- Create a false identity or otherwise misrepresents your or another true identity;

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.
- Engage in any action that directly or indirectly interferes with the integrity of our Services, including but not limited to any attempts to access or hack our servers or network.

Please note that you are not given the permission to use the name, logo, or other commercial symbols of the Application. Please read our “Intellectual Property” section for detailed information.

Any violation of this section may cause you to be a subject to legal and/ or criminal penalties.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless Astralzen and each of our respective officers, directors, agents, partners, and employees (collectively, the “**Astralzen Parties**”) from and against any loss, liability, claim, demand, damages, expenses, or costs arising out of or related to your actions listed below:

- Your failure to comply with our Terms, including, without limitation, that anything you submit or contribute violate the rights of any third party or applicable laws;
- Any use or content you submit via our Services;
- Any activity in which you engage on or through the Services;
- Any misrepresentation made by you;
- Your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights).

You agree to promptly notify Astralzen of any third-party Claims, cooperate with Astralzen in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees).

## **9. Abuse of Astralzen Services**

Astralzen reserves the right to investigate suspected violations of our Terms, of Service herein and may seek to gather information from the user who is suspected of violation, and from any other user. We will collect and use such information in accordance with our Privacy Statement.

In its sole discretion, Astralzen may restrict, suspend, or terminate the account of any User who abuses or misuses the Services. By accepting our Terms of Service herein, you waive and hold harmless Astralzen and Astralzen Parties from any claims arising out of the action taken by Astralzen according to such misuse of the Services by either Astralzen or law enforcement authorities.

## **10. Intellectual Property Rights**

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, patents, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, user generated

filters, astrology and horoscope reviews and other content contained therein (collectively, the “**Astralzen Content**”) are owned by or licensed to Astralzen and are protected by copyright laws and international copyright treaties and all other applicable intellectual property laws.

Using our Services does not give you ownership of any intellectual property rights in our Services. Astralzen and our licensors reserve all rights in and to our Services and the Astralzen content. You are hereby granted a limited, nonexclusive, nonassignable, non-sublicensable, revocable license to access and use our Services and Astralzen Content for your own personal use. However, such license does not give you the right to (a) sell, resell or commercially use our Services or Astralzen Content; (b) copy, reproduce, distribute, publicly perform or publicly display Astralzen Content, except as expressly permitted by us or our licensors; (c) use any data mining, robots or similar data gathering or extraction methods; or (d) use our Services or Astralzen Content other than as expressly provided in these Terms. Any use of our Services or Astralzen Content other than as specifically authorized herein, without our prior written consent, is strictly prohibited and will terminate the license granted under these Terms.

### **11. Copyright and Trademark Complaints**

If you believe that anything on our Services infringes any copyright that you own or control, you may notify Astralzen through:

**E-Mail Address** : [support@astralzen.desk360.com](mailto:support@astralzen.desk360.com)

### **12. Disclaimer of Warranties**

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WHILE ASTRALZEN ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE CANNOT WARRANT THAT THE SERVICES PROVIDED ARE ACCURATE, RELIABLE, ERROR-FREE, UNINTERRUPTED; THE APPLICATION OR SERVICES OR THE SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE APPLICATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USERS' BEHAVIORS; THE USER SHALL INDIVIDUALLY AND SOLELY BE RESPONSIBLE FOR HIS/HER ACTIONS AND INTERACTION WITH OTHER USERS.

THE ASTROLOGY, HOROSCOPE AND BIRTH CHART REVIEWS ON OUR WEBSITE AND APPLICATION ARE SOLELY FOR ENTERTAINMENT PURPOSES. THEY CANNOT BE INTERPRETED OR USED IN ANY WAY FOR THE PURPOSE OF INFLUENCING, DIRECTING, OR DESTROYING THE FUTURE LIVES OF THE USERS, THE DECISIONS THEY WILL TAKE IN TERMS OF THEIR LIVES, ANY DECISIONS OR CHOICES OR PREFERENCES.

### **13. Limitation of Liability**

ASTRALZEN AND THE OTHER ASTRALZEN PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF ASTRALZEN OR THE OTHER ASTRALZEN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE WILL NOT BE LIABLE TO ANY USER 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 THE ASTRALZEN SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF ASTRALZEN OR THE

OTHER ASTRALZEN PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY TURKISH LAW.

#### **14. Applicable Law**

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Turkey. Any conflicts which may arise between the Application and the user shall initially be settled according to Turkish Law. In the event of failing to reach an agreement, both Parties agree, declare, and undertake that courts of Istanbul will have exclusive jurisdiction.

#### **15. Severability**

Each of the provisions of these Terms are distinct and severable from the others. If at any time one or more of those provisions is or become invalid, unlawful, or unenforceable (whether wholly or partly), the validity, lawfulness, and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.

#### **16. Third Party Contents**

Where our Services may contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those third-party sites or resources.

#### **17. Changes to These Terms**

We may agree to amend these Terms of use to ensure the terms are valid, lawful, and enforceable. Therefore, may revise these Terms at any time by amending this page. Please see over this page from time to time to check if there are any changes that we made, as they are binding.