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Terms of Use

End User License Agreement for EMKO Web Management Software on Webpage and AndroidTMMobile and Iphone Applications

You confirm that you have read, understood and accepted all the terms and conditions on this Agreement by accessing this Software from Web Browser or downloading the Application of it to your devices. You must stop using the software and ask for cancellation of your account to Principal if you don't agree with this agreement.

1. DEFINITIONS

1.1 **Principal** means EMKO ELEKTRONİK SAN. VE TİC. A.Ş. and/or EMKO ELEKTRONİK İÇ VE DIŞ TİC. LTD. ŞTİ. Located in Bursa/TÜRKİYE.

1.2 **Its Products** means all Controllers and Software's produced or/and sold by the Principal.

1.3 **Software** means EMKO Web Management Software and/or Mobile Application and/or database. The Software can be used for communicating and management to its Products or other products on market which has communication features.

1.4 **You** means, **Customer** means, **User** means the person, firm or company who uses and/or purchases its Products from the Principal or/and authorized distributor of the its Products.

1.5 **Conditions** means, any terms and conditions written in this agreement and including the any additional terms shall be updated in this agreement.

1.6 **Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade mark, service mark, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights in each case weather registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

2. ACCEPTANCE OF CONDITIONS

2.1 Terms shall be considered accepted by the User either by
(A) signing the **Terms of Use** as a written agreement,

(B) accepting an offer whereto the **Terms of Use** have been attached,

(C) agreeing the **Terms of Use** when opening user account in Software and/or downloading and/or installing the Software.

2.2 Principal is entitled to make any changes on this **Terms of Use** and **Conditions**. The User should review these Conditions on regular basis from www.emkoweb.com. The User hereby acknowledges and agrees that its acceptance of these Conditions constitute and any changes made by the Principal to the Conditions.

2.3 The User acknowledges that it has not relied on any statement, promise or presentation made or given by or on behalf of Principal which is not set out in these Conditions.

3. LICENSE

3.1 Subject to the compliance with the Conditions, the User is granted a limited, non-exclusive, non-assignable licence to legally download, install and use the Software on a personal computer, tablet computer and mobile phone within the limits of this agreement. However, Principal will make every effort to have Software and its Products available and provide full time service, but if any condition occurs beyond Principal Software and its Products, Principal is not liable for it.

3.2 User hereby warrants that it shall not:

(A) undertake, cause, permit or authorise the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discover or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law),

(B) remove, obscure, or alter any copyright and/or other proprietary notices included in the Software,

(C) sell, sub-license, assign, rent, lease, export, import, distribute or transfer or otherwise gift, donate, grant rights in the Software to any other person, firm or company or any third party,

(D) use Software beyond the purposes of proper use,

(E) use Software to deal with illegal activities.

4. USE OF SOFTWARE

4.1 User Equipment

(A) The User must have a connection to Internet in order to use the Software. The User is responsible for ensuring that it has all the equipment necessary to access the Internet with no interruption.

(B) Software may use processing capabilities, memory and bandwidth of the computer (or other applicable device) used by the User for facilitating the communication and establishing the connection between Software and Its Products or other products. User's access to the Internet is dependent on the use of a processor and bandwidth owned or controlled by a third party. User acknowledges and agrees that the licence of third party is obtained by user.

(C) The User must have all SAFETY protections to use Software for remote control of controller and machines for misuse of Software, virus, hacking, interruption of Software during servicing or any interruptions of the Software.

4.2 Use of Software and Updates

(A) Software may (but not obliged to) automatically check its version and download configuration changes and update itself from time to time. If Software used in secure intranet or any other scenarios, the user is responsible to check the updates. Updates may be required to maintain software compatibility, provide security updates, bug fixes, offer new features, functionality or versions. It is Principals sole opinion to make updates.

(B) Principal may carry maintenance works on the Software and its Products. The User acknowledges that, Software and its Products might be suspended or limited because of such maintenance works. The Principal may (but not obliged to) notify the customer of time and date of any suspension or limitation of use. The User will not be entitled to claim any loss of profit, loss of goodwill, loss of life, bodily injury or damage to health, loss of reputation, loss of data, loss of anticipated savings or any indirect or consequential loss or damages for such suspension or limitation of the use of Software.

(C) Principal cannot guarantee that Software will always function without disruptions, delay or errors. User's local network, firewall, internet service provider, the public internet, the public switched telephone network and power supply or other problems may impact the communication and quality of Software, Principal takes no responsibility for any disruptions, interruption or delay caused by any failure.

(D) Principal reserves right to modify or discontinue the Software with or without notice to the user.

(E) Principal shall not recommend Software to use for remote control of controller and machines. The User shall be responsible on SAFETY rules for using software to control remote controller and machine. Bu means of SAFETY, user shall has own responsibility for giving permissions and to authorise other users and/or take all protections on machinery for loss of life, bodily injury, damage to health, damage of other Technology, damage of third party, loss of profit or any damages on machinery and location in case of misuse of software, virus, hacking, servicing and for any interruption of the Software.

5. USER'S OBLIGATIONS

5.1 The User receives password and an account. User is entirely responsible for any and all activities which occur under its account. User may ask to change password or close an account any time. User agrees to notify Principal immediately of any unauthorized use of the user's account. User complies with this clause and shall ensure that no user name, password or other account details (including print screen images from software) are made

available to any other employee or third party whatsoever.

5.2. The User warrants and undertakes that; user will not interfere with or damage any data which user doesn't own.

5.3 The User warrants and undertakes that, all the personal information given to activate account is correct.

5.4 The User warrants and undertakes all actions for SAFETY in case of misuse of Software, virus, hacking, interruption of Software during servicing or any interruptions of the Software. Principal shall not recommend Software to use for remote control of controller and machines. The User shall be responsible on SAFETY rules for using software to control remote controller and machine. Bu means of SAFETY, user shall has own responsibility for giving permissions and to authorise other users and/or take all protections on machinery for loss of life, bodily injury, damage to health, damage of other Technology, damage of third party, loss of profit or any damages on machinery and location.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Principal retains exclusive ownership of Software and its Products and all intellectual property therein (weather registered or not registered and anywhere in the world). The User is responsible (as an example but not only limited to when software installed on intranet of the customer) for taking every action to venture Principal's intellectual property rights in Software and its Product. Principal entitled to claim any loss of profit, loss of goodwill, loss of reputation, loss of data, loss of anticipated savings or any indirect or consequential loss or damages if User (by means person, firm or company who uses and/or purchases its Products) don't take any action to venture Principal's intellectual property rights.

6.2 Content included on Software, such as sounds, designs, text, graphics, logos, illustrations, icons, images, audio clips, digital downloads and written and other material including the program and code that operates this website are property of the Principal, its affiliates or licensors are protected by international copyright laws. Downloading, printing, sending print screens or copying of any content or code from this Software is prohibited unless written permission is sought from the Principal.

6.3 In the event any third party alleges that the Software infringes the Intellectual Property Rights, Principal may at its sole option and expense; procure similar software for customer, modify software, replace software or terminate these conditions immediately by notice to the User.

6.4 During the term of this agreement and for a term of 50 years and after its termination, User will not, without the express written consent of Principal, design or/and manufacture, supply, sell any Software with same function with Software to any third party or for its own account, any products using the same or substantially similar industrial design used in any product.

7. TERMINATION AND SUSPENSION

7.1 User may terminate the relationship with Software any time and cease to use Software. User may ask for cancellation of account to Principal.

7.2 Principal may terminate its relationship with the User, or may terminate, or may suspend the use of Software and user account at any time and without recourse to the courts or prior notices if,

- (A) User is infringement with the Terms of Use and Conditions,
- (B) Principal suspects User break law or infringe rights of any third party,
- (C) Principal suspects User account is being used by a third party, person, company,
- (D) On thirty (30) days' notice if Principal decides to stop offering (discontinue) Software.

7.3 In the event of any kind of termination reason written or not written in 7.2, User accepts not to claim any refund of purchases.

7.4 In the event of termination, all licences and rights to use Software and its Products shall immediately terminate, User shall immediately cease to use all Software and its Products, and User should immediately remove the Software from all hard drives, networks, and other storage media and destroy all copies of the Software in its possession and under its control.

8. WARRANTY, IMDEMNITY AND LIMITATION OF LIABILITY

8.1 The Software is provided to User on an "As-is" and "As available" basis without Principal maintenance services. It is Principals sole opinion to make updates and maintenances.

8.2 Customer acknowledges that Principal doesn't represent or warrant that Software will always available, accessible, uninterrupted, timely, secure, accurate, correct, complete, error-free, virus-free, free of other harmful components. Customer acknowledges that Principal also doesn't represent or warrant conditions, limitations, quality and performance for Software.

8.3 Principal has no liability whatsoever (weather direct or indirect). The User will not be entitled to claim any loss of profit, loss of goodwill, loss of life, bodily injury or damage to health, loss of reputation, loss of data, damage of other Technology, corruption of data, damage of the third party, loss of anticipated savings or any indirect or consequential loss or damages for such suspension or limitation of the use of Software or other. If user is dissatisfied with the Software or any content or any materials or any communication problems, it is User sole exclusive remedy to discontinue the use of Software.

8.4 Software may provide links to other websites, the content of which is not in our control. Accordingly, we cannot accept any responsibility for materials featured on such websites.

9. FORCE MAJEURE

Principal shall not be liable to the Customer for Software in force majeure situations such (but not limited as) act of God, explosion, flood, tempest, fire or accident, war or thread of

war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of government, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Principal or of a third party), power failure, breakdown in machinery, difficulties in obtaining raw materials, parts or machinery. Principal unable to provide Software, its Products and service as a result of a force majeure event, Principal will not be in breach of any of its obligations under the **Terms of Use**.

10. LAW AND JURISDICTION

10.1 For User's convenience, translations of different language version the Terms may be provided. However, the English version of the **Terms of Use** shall prevail in the event of any inconsistency.

10.2 If any part/provision of the **Terms of Use** is found by any court or administrative body of competent jurisdiction or an arbitrator to be illegal, invalid or unenforceable, then such part/provision shall be removed from the **Terms of Use** without affecting the legality, validity or enforceability of the remaining articles in the **Terms of Use**.

10.3 The failure by Principal to exercise, or delay in exercising, a legal right or remedy provided by the terms or by law shall not constitute a waiver of Principal right or remedy. If Principal waives a breach of the Terms, this shall not operate as a waiver of a subsequent breach of the Terms.

10.4 User may not assign the Terms of Use and any rights or obligations to any third party.

10.5 Articles 2,3,4,5,6,7,8 survive or operate in the event of termination of the **Terms of Use**.

10.6 **Terms of Use** shall be governed by the Laws of TÜRKİYE and courts in TÜRKİYE (Turkey). The languages to be used in the arbitral proceedings formerly in Turkish, secondly in English.

11. DISPUTE RESOLUTION

11.1 Negotiation. The parties will attempt to resolve all disputes arising out of or in connection with this Agreement by negotiation in good faith.

11.2 Judicial Forum. This Agreement shall be construed and the rights of the Parties governed in accordance with the laws of TÜRKİYE (Turkey).

11.3 Award of Attorney's Fees. If a dispute between the parties arises out of or relates to this Agreement, the prevailing may recover its attorney's fees, expenses and costs incurred, in addition to any other remedy provided by this Agreement or by applicable law.