TERMS OF SERVICE OF JOKEFACES

Jokefaces (hereinafter referred to as “the application”, “our”, “we” or “us”) is owned and operated by Mimoza Bilgi Teknolojileri Limited Sirketi. This Terms of Service herein is owned and operated by Mimoza Bilgi Teknolojileri Limited Sirketi. which enable the use of applications by Mimoza Bilgi Teknolojileri Limited Sirketi. shall be valid for all services given to you by Mimoza Bilgi Teknolojileri Limited Sirketi.

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 utilise Jokefaces 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

If you have any questions about these Terms or our Services, please contact us at support@jokefaces.desk360.com

Last Update: December 11th, 2019

1. Description of Services and Fees

Jokefaces; It is a mobile application that allows you to create your own videos. It enables you to choose a video from various categories and swipe faces in the video with other faces you want. You can create special content in several subjects such as birthday, anniversary, baby shower, love message or wedding proposal and you can surprise your beloved ones. Jokefaces lets you create single or group videos and share them on Instagram, YouTube, Facebook, WhatsApp and many more social media channels.

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 Apple 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. As long as you do not cancel, your service automatically renews at the end of each service period and proceeds for the length of the previous service period.

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.

The requests for refunding (returning money) is dealt with by Apple, not by the Application. The problem will be solved when you click onto Apple ID via iTunes to request money order, select "Purchase history", find the transaction and click "Report Problem". You can also submit a request via

https://getsupport.apple.com . Be aware that no refunds may be made for deleted accounts if they have violated our Terms of Service.

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 4 years of age to access or use our Services. If you are under 4 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 4 (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

Our mobile Application with the standard functionality is currently made available free of charge. 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 Policy 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 Policy aswell.

Data security is provided by the Application. 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 Jokefaces;
- 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.

You may, also, not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or

- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose Jokefaces or others to any harm or liability of any type.

In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

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 Jokefaces and each of out respective officers, directors, agents, partners and employees (collectively, the **“Jokefaces Parties”**) from and aganist 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 Jokefaces of any third party Claims, cooperate with Jokefaces 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 Jokefaces Services

Jokefaces 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 Policy.

In its sole discretion, Jokefaces 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 Jokefaces and Jokefaces parties from any claims arising out of the action taken by Jokefaces according to such misuse of the Services by either Jokefaces 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, usergenerated filters and other content contained therein (collectively, the **“Jokefaces Content”**) are owned by or licensed to Jokefaces 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. Jokefaces and our licensors reserve all rights in and to our Services and the Jokefaces content. You

are hereby granted a limited, nonexclusive, nonassignable, non-sublicensable, revocable license to access and use our Services and Jokefaces 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 Jokefaces Content; (b) copy, reproduce, distribute, publicly perform or publicly display Jokefaces 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 Jokefaces Content other than as expressly provided in these Terms. Any use of our Services or Jokefaces 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 Jokefaces through:

E-Mail Address : support@jokefaces.desk360.com

12.Disclaimer of Warranties

YOUR USE OF OUR SERVİCES 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 JOKEFACES ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE CANNOT WARRANT THAT THE SERVICES PROVIDED ARE ACCURATE, RELIABLE, ERROR-FREE, UNITERRUPTED; 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.

13. Limitation of Liability

JOKEFACES AND THE OTHER JOKEFACES 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 JOKEFACES OR THE OTHER JOKEFACES 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 JOKEFACES SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABİLITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT OF JOKEFACES OR THE OTHER JOKEFACES PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE 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.

We may agree to amend these Terms of use in order to ensure the terms are valid, lawful and enforceable.

16. Changes to These Terms

We 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.

17. 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.

18. Subscription Management and Cancellation

Subscription cancellation and monetary claims are handled by Apple; not by Jokefaces.

Uninstalling the app does not automatically stop your subscription. To cancel your application subscription; you need to visit Apple AppStore from your IOS Phone or tablet and select the "Subscriptions" section from the menu. In the subscriptions section, click on the "Cancel Subscription" button and follow the on-screen instructions.

You can also visit https://support.apple.com/en-ca/HT202039 to see the steps to unsubscribe track your refunds and manage your subscription.