

## ESAN TECHNOLOGY USE AGREEMENT

### 1. The parties

**1.1. Esan Technology** and its services, Consulting, Advertising trade. Ltd Sti.:

The next section of the agreement as "**ESAN TECHNOLOGY**".

Address: Arabayatađı mh. Menderes cd. 2. Udo SK. Gill apt. No: 9 Kat: 4 Yildirim/Bursa/Turkey

Client: **ESAN TECHNOLOGY**' started to take advantage of the services and/or ongoing people or organizations.

**1.2.** the parties declare that the accuracy of the information written in this agreement, undertake and agree.

### 2. The entry into force of the agreement Entry and Duration

**2.1.** Customer, **ESAN TECHNOLOGY**'s website, e-mail, phone, fax or any other method to retrieve the service with reference to the contract will come into effect.

**2.2.** the contract as long as it is geerlilidir continue to receive service.

### 3. Identifies the

**3.1.** Server: **ESAN TECHNOLOGY** or suppliers under the direction of any institution that is connected to the Server (website and e-mail services performs workstation, along with the computer and all equipment) referred to as a server.

**3.2.** user: **ESAN TECHNOLOGY** provided by its customers or of **ESAN TECHNOLOGY** accesses servers belong to, are the ones that provide the data flow.

**3.3.** Hosting: **ESAN TECHNOLOGY** by the end of the contract until a specified time to Customers, on the server, at the end of a specified amount of space rental contract and the creation of e-mail accounts through this field, web site hosting service.

**3.4.** Misuse: realization of Forbidden Activities, all items under the thread title.

**3.5.** Domain: Turkish counterpart "domain name" is expressed as domain on the Internet publication on the web address given correspond to the IP numbers are made (Internet Protocol address) is called the converted format domain letters. For example the format of an IP number like 54.4.7.234 letter may be converted to alanadiniz.com.

### 4. Topic

**4.1.** This agreement offers to the customer service of **ESAN TECHNOLOGY** are intended to organize sales and terms of use. This agreement, in addition to other contracts with customers. **ESAN TECHNOLOGY** started taking advantage of services and/or ongoing customers, this Agreement shall be deemed to have accepted the terms specified in the.

**4.2.** **ESAN TECHNOLOGY** announcement of this contract is primarily located [www.esanteknoloji.com](http://www.esanteknoloji.com) web pages. **ESAN TECHNOLOGY**, changes will occur in the contract in the same way that web site again and this publication replaces the notification made to the user's own. Responsibility to follow the changes related to the contract belongs to Customers. If necessary, the **ESAN TECHNOLOGY** may make changes to the content of the contract. Customer must agree in advance that changes.

### 5. Responsibilities

**5.1.** **ESAN TECHNOLOGY** in this contract as long as the specified conditions have been met during the period specified, is committed to providing the specified services.

**5.2.** **ESAN TECHNOLOGY** customer email, database, web pages and other data are yedeklememektedir. **ESAN TECHNOLOGY** any technological problem, digital attack, fire, disaster and so on cases or for any reason, the accuracy of the data in the recent loss of date and does not guarantee that the data is back.

**5.3. ESPINOSA TECHNOLOGY**, internet service to their customers and through its own system, providing users a large amount of information to be processed. **ESAN TECHNOLOGY**, promotes free thought, the Internet is open and has a structure that eliminates the boundaries agree and that is respect. However, **ESPINOSA TECHNOLOGY** with the aim of securing their services continuity and can refer to several restrictions. Because of this constraint, **ESAN TECHNOLOGY**, does not accept liability in damages.

**5.4. ESPINOSA TECHNOLOGY** gives internet services of continuity and efficiency of the control of the person and/or institutions outside (Türk Telekom Internet service providers etc.), computer equipment or software, many external factors, such as telephone or internet lines. Therefore, the services provided customer **ESPINOSA TECHNOLOGY** needs to meet exactly, does not guarantee error-free and uninterrupted will service. **ESAN TECHNOLOGY** to fulfill the responsibilities of an institution. The quality of services offered to the customer, **ESAN TECHNOLOGY** and required to provide the continuity of efforts. But **ESPINOSA TECHNOLOGY**, service interruption in any way resulting from, damage, delay, loss of data, is not relevant, information is not reached, instead (and any other that may arise from the interruption of the service kinds of situations can occur due to malfunction, error) and hesitation may suffer because of the customer's damages and whatsoever, this type of damage that may occur as a result and is not liable. Services provided under this agreement because of the damage caused in **ESAN TECHNOLOGY**'s liability can be up to a maximum of the cost of the service provided.

**5.5.** is the domain name registration is completed online retrieval is performed, the corresponding domain name has been registered customers control over the internet. Are the responsibility of the customer to check in the renewal process. **ESAN TECHNOLOGY** accepts no liability in cases where otherwise will occur.

**5.6.** the customer will benefit from the service receive the contact details of the person/institution, membership record or order sent by mail must specify in the. All information relating to the service but received order of precedence; membership information contained in the e-mail and domain name details in the event of demand from located in electronic mail.

**5.7.** the customer under this agreement services control panel **ESAN TECHNOLOGY** can transfer without the approval of no. Disputes which may arise from the transfer of **ESAN TECHNOLOGY** cannot be held responsible in any way.

**5.8.** client, **ESAN TECHNOLOGY** by the security of the user information and password sent. Theft and loss of user information, virtual environment into the hands of others with similar methods, for damages that may occur as a result of **ESAN TECHNOLOGY** cannot be held responsible in any way.

**5.9.** the services provided customer, **ESAN TECHNOLOGY** and to comply with the confidentiality of information to site visitors. Will not be able to use this information without permission and you may not sell to others, do not share it with others.

**5.10. ESPINOSA TECHNOLOGY** reserves the right to withhold services to an individual or organization.

**5.11.** Customers **ESAN TECHNOLOGY**'s services only in accordance with the law, they can use for things.

**5.12.** the customer agrees that control panels use their information is accurate. This information is incorrect in the case of pinpoint, **ESAN TECHNOLOGY** Service reserves the right to suspend the services or not.

**5.13.** the content and information that everyone can freely on the Internet. This will be achieved through the internet information accuracy, reliability, compliance with laws and public morality, as a result of the inability of the guarantee. **ESAN TECHNOLOGY**, legal authorities unless otherwise requested, the system reaching to the accuracy of the information and the content in the event of any control and censorship. For this reason, users will reach with their own internet channel and to verify the accuracy of the information and to control themselves. Users with their own internet channel than the content of the information and correct any damages that might occur then they can't blame **ESPINOSA TECHNOLOGY** .

**5.14. ESPINOSA TECHNOLOGY**, customers are sent through the channel of their own service, do not check the information published and censorship in the event. Clients, **ESAN TECHNOLOGY** using of services on which to perform activities that are responsible for themselves because of their legal consequences.

5.15. within the entire database, data, document Hosting, e-mail, plugin, etc. is the responsibility of the Customers backup process of documents. If for any reason it experienced in **ESAN TECHNOLOGY** can not be held responsible.

## 6. Notifications

6.1. will make the customer **ESPINOSA TECHNOLOGY** for all kinds of declarations, first of all the customer's order during the process of reporting will use the e-mail address. This address must be a valid address to the customer who responsibilities. Incorrect, incomplete or out of date information are reported due to the absence, due to damage caused **ESAN TECHNOLOGY** cannot be held responsible in any way.

## 7. Realization of Forbidden Activities

7.1. The realization of Forbidden Activities realization of activities defined in the sub-title of the items is strictly prohibited. This is the main topic is all child items within the scope of the abuse. **ESAN TECHNOLOGY** performs these activities belong to the services customers stop, reserves the right to terminate a limiting or completely.

7.2. sending Spam prohibited. SPAM, the recipient against the public and/or commercial purpose is carrying message sending via internet. Sending SPAM, **ESAN TECHNOLOGY** ' to undermine confidence, at the same time, **ESPINOSA TECHNOLOGY** caused an overload of servers provided services to customers as disruption and/or can cause problems. **ESAN TECHNOLOGY** services by using the spam submission cannot be made.

7.3. the ideas that are protected under the laws of the Republic of Turkey, works of art, brands, copyright/copyright rights, patent rights and trade secrets, as well as to the person and/or exclusive rights can not be against move. The use of unlicensed software, software piracy, warez content are the achievement of this kind of content provision/use and sites that enables you and than the Turkish Republic will constitute a crime under the laws of behaviour, as well as personal rights and private contains rape behaviors to life sergilenemez.

7.4. **ESPINOSA TECHNOLOGY** relies on or other network service of network, system, service and/or the device will cause it to stall in the use of activities cannot be done.

7.5. general public contrary to morality and customs accepted behaviors cannot be performed and/or tool.

7.6. 3. individuals and/or organizations against offensive and menacing behavior is unacceptable.

7.7. "Hacking" or "hacker" is defined as behavior sergilenemez, others interested in an unauthorized manner, the service cannot be reached.

7.8. **ESAN TECHNOLOGY** clients, personal and/or corporate reputation and reputation damage behavior sergilenemez.

7.9. except as required by applicable laws of the Republic of Turkey cannot be contrary to the Act.

7.10. Customer will emerge within the context of the restricted activities all losses must meet.

## 8. VPS, virtual servers, co-location, Dedicated Server use

8.1. in paragraph 7, the realization of the activities identified under the title Forbidden, no matter which name and scope also applies to servers (server) and is illegal. Is prohibited in whole or in part, in the case of the realization of the actions declared by **ESAN TECHNOLOGY** performs these activities belong to the services customers stop, reserves the right to terminate a limiting or completely.

8.2. customers who use the service performs actions on the server in the server and/or other servers can threaten the security of the customers in whole or in part, or in the case of damage to the service, they take full responsibility the Server service the customer. In such cases, it performs activities **ESPINOSA TECHNOLOGY** to customers, services stop, reserves the right to terminate a limiting or completely.

**8.3.** the server's physical **ESPINOSA TECHNOLOGY** allows you to run as healthy under the circumstances. However, natural disaster, fire, explosion, flood, earthquake, terrorist attack, and so the responsibility with the hardware and software of the customer property resulting from or due to Türk Telekom internet access and related infrastructure will consist of downtime and disruption of it. It certainly is not responsible for. This type of customer to re-live the case Server service cannot claim any rights.

**8.4.** the responsibility for located in **ESAN TECHNOLOGY** hardware and software fixes errors will occur in the customer's use of the service or the server but the responsibility for software, hardware products property, from the manufacturer, developer, or from any error resulting from customer's use of the format itself, according to other customers, and third-party liability in damages. All kinds of material in this topic, the moral responsibility rests with the customer service on the server. **ESAN TECHNOLOGY** troubleshooting this type of failure, there is no obligation. But the process that needs to be done on the subject if requested "Additional services" by evaluating the scope of the fee can go against.

## **9. Domain name (Domain) Registration Services**

**9.1 ESAN TECHNOLOGY**, domain names associated with the highest level of organization is based on the ICANN Agreement, its clients service under this agreement. ICANN Domain Agreement:

<http://www.icann.org/en/registrars/registrator-rights-responsibilities-en.htm>

**9.2 ESAN TECHNOLOGY** open gTLD and ccTLD domain name registration General related to solution partner of OpenSRS and EN extension-domain solution partner NIC. EN is based on the domain of contract. OpenSRS Domain Agreement: <http://www.opensrs.com/docs/contracts/exhibita.htm>, Nic.TR Domain Agreement: <https://www.nic.tr/forms/politikalar.pdf?PHPSESSID=1379948493178210160111197884>

## **10. Termination of the contract, cancellation and refund**

**10.1. ESAN TECHNOLOGY**, carries great responsibilities towards all the clients. **ESAN TECHNOLOGY** to fulfil their responsibilities to the customer 5 working days or earlier prior written notice, may terminate this contract, without giving reasons. In this case, the customer has to pay to **ESPINOSA TECHNOLOGY** performs, but its use is related to fees, customer service unrealized 10 proofread.

**10.2.** the customer violates the terms specified in the contract, the services provided to the customer **ESPINOSA TECHNOLOGY** without prior notice, may terminate this agreement unilaterally and termination. In this case, the customer pays fees in advance of refunds will be less than optimal.

**10.3.** related to the newly launched or expired service charges are not paid by the customer in the case of **ESAN TECHNOLOGY**, services, and can terminate the contract. In this case, the customer pays fees in advance of refunds will be less than optimal.

**10.4.** at any time the customer has 5 working days in advance by fax, mail and/or e-mail via may terminate the contract by giving notice. In this case the customer pays in advance refunding of fees will not be performed. However, the customer commits to pay until the end of the contract and non-payment of fees, yet must pay.

**10.5.** Guarantee **ESAN TECHNOLOGY** rely on service quality, and he believes that he can satisfy customers. As this new service to customers at all, 15 days from the date of purchase of the unconditional full refund guarantee. On behalf of our clients purchased domain name (domain name), SSL certificate are kept out of this product or services such as application. Back guarantee on pages related to our products or services that are contained in the "guarantee" is noted with the phrase, that phrase to our products or services where there is non-refundable. Customers who have decided to take advantage of this application, requests (email or fax) must be declared, however it should be edited, service invoice refund or credit memo. Finalization of the extradition of **ESPINOSA TECHNOLOGY**, pay the amount of the refund to customers in 15 working days. **ESAN TECHNOLOGY**, this warranty to customers that benefit from the sale of the new service reserves the right not to do.

**10.6.** Service Usage Agreement of **ESAN TECHNOLOGY** due to the services cannot benefit from the terminated customers back guarantee.

## **11. Fees and payment**

**11.1.** You should perform the designated periods, customer payments. Domain registration and renewal service in the case of non-payment on time, **ESPINOSA TECHNOLOGY**; fax, phone, mail and/or e-mail payment notification. This failure to pay within 5 business days after the notification in the case of the customer's account, **ESPINOSA TECHNOLOGY** reserves the right to shutdown and contract termination. The domain is owned by the customer, the responsibility of the payment following non-timely payment for domain name will turn off. The entire domain name payment delay of the damages is responsible for customers.

**11.2.** customer service pays in advance at the beginning of the period of use of free use.

**11.3.** changes in service charge that **ESPINOSA TECHNOLOGY** reserves the right to do. These changes in the Web site and/or will be notified to the customer by e-mail. Customer, **ESAN TECHNOLOGY**'s accepts to pay the fee schedule to be determined.

## **12. Competent courts and execution offices**

**12.1.** this contract will be born during the implementation of the solution of disputes of all kinds of Bursa courts and execution Offices are authorized.

**Esan technology and it services Customers**  
**Signature & Stamp Signature & Stamp**