Terms of Use

This translation is provided for convenience; the Turkish text prevails.

1. Parties and scope

These Terms of Use are between İyibir Yazılım ve Teknoloji San. Tic. Ltd. Şti. ("**iyibir**") and every user who opens an account on iyibir Cloud or for whom an account is opened ("**User**").

iyibir's address and contact details:

- Address: 23 Nisan Mahallesi Atabulvarı Guzell Tower İş Merkezi No:2, 16230 Nilüfer / Bursa, Türkiye
- MERSIS: 0211110454100001
- E-mail: destek@iyibiryazilim.com.tr
- Phone: +90 850 808 28 81

These terms apply to:

- **Accounts**, the shared sign-up and sign-in service of iyibir products;
- the **iyibir Cloud panel**, where your company manages its users, credits, invoices, support requests and data connection;
- the **Cloud Products** opened to you once your company accepts the company agreements (today iyibir Copilot, iyibir Mind, iyibir WMS and, where offered, iyibir Workforce) and iyibir Assistant in the panel;
- the **PaaS Agent**, the connector software your company installs on its own server.

Together they are the "**Service**".

The commercial relationship between your company and iyibir (credits, payment, term, termination, data) is governed separately by the **Cloud Service and Subscription Agreement** and the **Data Processing Agreement**, accepted on the company's behalf by its authorised person. If these Terms of Use conflict with those agreements, those agreements prevail.

2. The Service is for businesses only

The Service is offered to companies, tradespeople and professionals acting in the course of a commercial or professional activity. When you register you declare that you act on behalf of the company and for its commercial or professional purposes.

Consequently the pre-contractual information and right-of-withdrawal rules of Turkish Consumer Protection Law No. 6502 and the Distance Contracts Regulation do not apply to the Service. If the declaration proves untrue, iyibir may close the registration.

3. Account

1. You give accurate and current information when registering: the company's legal name and tax number, your full name and your work e-mail address. You update it in the panel when it changes.
2. An account is personal. You do not share your password or sign in with someone else's account. Each person in your company who uses the Service gets their own user, invited from the panel by the company's authorised person.
3. You and your company are responsible for actions taken with your account unless you can show that you did not take them and that you reasonably protected the account.
4. If you think your account has been used without permission, change your password at once and write to destek@iyibiryazilim.com.tr.

5. The authorised person closes the access of anyone who leaves the company. Consequences of access left open belong to your company.

4. Authorised person

The person who registers becomes the company's first **authorised person**. The authorised person accepts the agreements that bind the company on its behalf, buys credits, manages the monthly credit subscription, invites users and grants product access, and declares when doing so that they are authorised to represent the company. Except where iyibir knew or should have known otherwise, an unauthorised acceptance is the responsibility of the person who made the declaration and of the company.

As you use the Cloud Products you spend credits from your company's wallet; there are no separate personal credits. You see your own spending in the panel; the authorised person sees everyone's spending in the company.

5. Acceptable use

When using the Service you **do not**:

- upload or process content that breaches the law, the rights of third parties or data protection rules;
- connect to the Service a database, Logo installation or data that does not belong to your company;
- try to reach another company's data or to get around authentication, usage limits or security measures;
- send automated requests that harm, overload or interrupt the Service, or upload malware;
- try to decompile, copy or reproduce the software, or study it to build a similar product (except where mandatory law allows it);
- rent, sell or operate the Service for third parties without iyibir's written consent;
- use the language models of the Cloud Products to produce unlawful, misleading or harmful content.

When iyibir sees a breach of this section, or a situation that threatens the security of the Service or of other customers, it may temporarily restrict the user's or company's access as far as needed to remove the situation, and it tells you without delay.

6. Your company's data and the ERP connection

1. The Cloud Products read your company's Logo ERP (and, if you define it, payroll) database through the **PaaS Agent** installed on your company's own server. The agent connects outwards; no inbound port is opened on your server. The database password stays encrypted on your server only.
2. A read is a single SELECT statement run with a read-only database user; the agent refuses to work with a user that has write permission.
3. Writing to Logo happens only for a document you have seen in the product and **approved**, through Logo's own REST service. Nothing you have not approved is written. Checking the approved document (amount, account, stock, date, firm) is your responsibility.
4. Data your company uploads to or processes through the Service belongs to your company. iyibir processes it only to provide the Service and under the Data Processing Agreement; it does not use it for its own purposes, sell it or use it to train artificial intelligence models.

7. AI output

The Cloud Products and iyibir Assistant produce answers with language models. Language models can give wrong, incomplete or outdated answers, misread a figure or describe something that does not exist.

- Answers are **not financial, legal, tax or investment advice**. Before an important decision you check the answer against its source in Logo or with an expert.

- The products try to show the query, board or document an answer rests on; parts marked "model interpretation" are the model's assessment.
- Every document to be written to Logo is shown to you with a preview and approval card; irreversible actions are marked on the card.

8. Intellectual property

The software of the Service, the PaaS Agent, the interfaces, query catalogues, documentation and trademarks belong to iyibir or its licensors. While the Cloud Service and Subscription Agreement is in force your company may use the Service for its own internal business; this right cannot be transferred or sublicensed. iyibir may use suggestions and feedback you give about the Service to improve the product without any obligation to you.

9. Service notices

iyibir sends you the necessary notices about the Service (account verification, password reset, credit balance and expiring credits, invoices and payment reminders, security, agreement changes, the progress of support requests) by e-mail and in the panel. These are not commercial electronic messages. Notices that can be switched off carry an unsubscribe link. Campaign and promotional e-mails are sent only with the separate **commercial communication consent** you give, or where the law allows.

10. Personal data

Personal data about your account is processed as described in the **Privacy Notice (KVKK)**. Cookies and browser storage are described in the **Privacy and Cookie Policy**.

11. Changes to and end of the Service

iyibir develops the Service and may add, change or remove features. If it stops offering a Cloud Product it announces this in the panel at least **90 days** in advance; your company's credits remain valid in the other Cloud Products.

You may close your account at any time through your company's authorised person or by writing to destek@iyibiryazilim.com.tr. Your access ends when your company's Cloud Service and Subscription Agreement ends or when the authorised person closes your access.

12. Liability

Liability arising from use of the Service and its limits are governed by the Cloud Service and Subscription Agreement between your company and iyibir. For parts used before any agreement with your company (for example the panel before the company agreements are accepted), iyibir is liable **only for intent and gross negligence**. Liability for intent and gross negligence is never limited.

13. Record of acceptance

You accept these terms by reading them on screen and ticking the box. iyibir records your acceptance electronically: the document and its **version**, the **content fingerprint** of the accepted text, the **person** and company accepting, the **time** and the **IP address**. Between the parties this record is evidence within the meaning of Articles 193 and 199 of the Turkish Code of Civil Procedure No. 6100; your right to bring counter-evidence is reserved.

14. Changes

iyibir may publish a new version of these terms.

1. A new version is announced in the panel and to your registered e-mail address **at least 30 days** before you, having accepted an earlier version, are asked to accept it, with a summary of what changed. New users accept the new version from the day it is published.

2. At your first sign-in after that period you are asked to accept the new version. You cannot continue to use the Service without accepting it; the record of your acceptance of the earlier version is kept.
3. If you do not want to accept the new version you may close your account; your company's termination right in that case is set out in the Cloud Service and Subscription Agreement.
4. Changes required by a change in law, a decision of a competent authority or an urgent security need may take effect sooner, with the reason stated.

15. Governing law and jurisdiction

These terms are governed by Turkish law. Subject to the rules on mandatory mediation, the **Courts and Enforcement Offices of Bursa (Central)** have jurisdiction over disputes.

16. Language

The Turkish text of these terms is binding. The English translation is provided for convenience; in case of conflict the Turkish text prevails.