

USER AGREEMENT

ARTICLE-1: PARTIES

This agreement is signed between "Alhur Alanbaki" (*hereinafter referred to as "ZPOFY"*) who operates "Zpofy.com" website and the user who signed up www.zpofy.com website (*hereinafter referred to as "USER"*).

ARTICLE-2: SUBJECT AND SCOPE

The subject of this agreement is to regulate the terms of benefiting from the service offered on the zpofy.com and the rights and obligations of the parties.

ARTICLE-3: SERVICES AND TERMS OF USE

3.1. ZPOFY provides secure communication service without sharing the mobile phone number and other personal data with third parties through the ZPOFY QR CODE defined to the USER.

3.2. The USER benefits from this service provided by ZPOFY by signing up www.zpofy.com website.

3.3. A message can be sent by other users via zpofy.com to the USER who shares the ZPOFY QR CODE defined in any public area . These messages are also delivered to the relevant user as SMS or Whatsapp messages.

ARTICLE-4: USER RIGHTS AND OBLIGATIONS

4.1. The USER accepts and undertakes that the data given while signing up belongs to it and is correct. ZPOFY is not obliged to investigate the accuracy of the data uploaded, changed or provided to the application by the USER and is not liable for any damages that may arise due to the fact that such data is incorrect or belongs to a third party. ZPOFY reserves the right to recourse all kinds of material and moral damages to the USER due to incorrect or erroneous information entered by the USER.

4.2. While the USER uses the zpofy.com application; it accepts and undertakes that it will act in accordance with all the terms of this agreement and the relevant legislation in force, will use the application only for legal purposes, will not share any correspondence and content that violates the rights of third parties and requires legal and criminal liability.

4.3. The USER accepts and declares that the responsibility of all the correspondence and content to be made in violation of the provisions of Article 4.2 belongs to it. ZPOFY reserves the right to recourse to the USER for any material and moral damages incurred by the USER due to correspondence.

4.4. ZPOFY reserves the right to unilaterally terminate this Agreement, suspend or cancel the membership without any notification due to the USER acting against the provision of Article 4.2.

4.5. ZPOFY is authorized to disclose the relevant personal data of the USER registered in the database to both official institutions and organizations and to the rightful persons in cases that the USER violates the rights of other users and third parties. The USER accepts and undertakes that he will not demand any compensation from ZPOFY for this reason.

4.6. The security and storage of the information (username, password etc.) required to access the Zpofy.com application is entirely under the responsibility of the USER. ZPOFY has no responsibility for any damages that the USER suffers or may suffer due to the acquisition of this data by third parties.

ARTICLE-5: ZPOFY RIGHTS AND OBLIGATIONS

5.1. ZPOFY reserves the right to change the application and the terms of use of the service at any time without prior notice and to reorganize the service. These changes take effect immediately upon their implementation.

5.2. The USER's continued access to the application or continued use of the application means that it accepts the modified terms of use.

5.3. ZPOFY reserves the right to terminate all kinds of communication, information transfer and sharing made through the application that may cause harm. In this case, ZPOFY reserves the right to delete the USER's messages with inappropriate content and terminate the user concerned.

5.4. ZPOFY reserves the right to back up and delete some or all of the messages and content shared by the users while they use the service. ZPOFY will not be held responsible for backup and deletion.

5.5. ZPOFY does not guarantee that the service it provides within the scope of the application will be active and accessible at all times. ZPOFY does not accept responsibility for service defects that may occur due to the decisions and applications of the Court and other competent authorities, force majeure, situations caused by third parties, malfunctions and delays caused by internet connection service providers and other reasons not caused by it.

5.6. ZPOFY may limit or stop the access to the service when necessary, in order to prevent the operational security of the network, the continuity of access to the network, to prevent malfunctions that may occur in the network, software or recorded files, to prevent possible malfunctions or to reduce its impact, and in other cases it deems necessary.

5.7. Zpofy.com's number +905541960856 is used in SMS and Whatsapp messages sent over the Zpofy.com website. ZPOFY reserves the right to add other numbers to this phone number belonging to the application and to make changes in this number. ZPOFY has no responsibility for messages sent by malicious third parties under the name of ZPOFY using a phone number other than the specified in this agreement. USER accepts this in advance.

ARTICLE-6: INTELLECTUAL PROPERTY RIGHTS

6.1. The ZPOFY brand, the copyright of the zpofy.com application and all other Intellectual Property Rights and the know-how and all kinds of commercial information originating from this application belong to Alhur Alanbaki. The USER and anyone who reads the application content accepts this in advance.

6.2. General view, design, text, image, logo, icon, demonstration, written, electronic, graphic or machine-readable technical data of the application, the applied work method and business model, software code and all other elements belong to Alhur Alanbaki and / or Used by Alhur Alanbaki under copyright from a third party.

6.3. None of the elements belonging to ZPOFY and protected under the Intellectual Property Rights may not be changed, copied, reproduced, translated into another language, republished, sold, shared, distributed, displayed or used outside the scope of this Agreement without prior written consent and reference. Otherwise, the responsible person (s) will be obliged to compensate the damage incurred by ZPOFY, the amount of compensation demanded from ZPOFY for damages incurred by third parties, including licensors, including court costs and attorney fees.

ARTICLE-7: PRIVACY AND SECURITY

7.1. ZPOFY may use or disclose personal information about users in accordance with the conditions specified in this agreement and the Privacy Policy which is an annex and integral part of this agreement.

7.2. Although measures have been taken within the existing possibilities to ensure that the Zpofy.com website is free of viruses and similar software, the USER is obliged to provide its own virus protection system and provide the necessary protection in order to ensure the ultimate security. Therefore, the USER accepts in advance that it is responsible for all errors that may occur in its software and operating systems and their direct or indirect consequences.

ARTICLE-8: AMENDMENTS TO THE AGREEMENT

8.1. ZPOFY may amend this Agreement or any of its provisions at any time it deems appropriate, at its sole discretion and unilaterally by posting on zpofy.com application.

8.2. The changed provisions of this Agreement will become valid on the date they are announced or on the effective date if there is a previously specified validity date. The remaining provisions will remain in effect and will continue to have the same provisions and consequences.

8.3.The agreement cannot be changed by the unilateral declaration of the USER.

ARTICLE-9: VALIDITY OF RECORDS

The USER agrees and undertakes that the electronic system records, commercial records, book records and computer records kept by ZPOFY in its database and servers will constitute valid and definitive evidence in the disputes that may arise from this Agreement.

ARTICLE-10: FORCE MAJEURE

10.1. Within the scope of this agreement, natural disasters, wars, strikes, epidemics, mobilization, cyber attacks on the technical infrastructure of the application despite taking the necessary data security measures, and events outside the control of ZPOFY and which ZPOFY cannot prevent despite the necessary care will be deemed force majeure.

10.2. The USER accepts in advance that ZPOFY will not have any responsibility arising from the failure to provide the service in case of force majeure.

ARTICLE-11: TERMINATION OF THE AGREEMENT

11.1. This Agreement remains in effect as long as the USER becomes an enrollee and/or uses the application and continues to have the terms and consequences between the parties.

11.2. ZPOFY may terminate the contract unilaterally in case the USER violates the obligations specified in this Agreement.

11.3. The cases listed below are also the termination of the agreement for ZPOFY;

- Behaving to manipulate the operation of the application by using any method,
- Transferring or opening the USER profile created for the user to someone else,
- Conducting acts that violate and / or threaten to infringe the rights of third parties through the application,
- Recording false, incomplete, misleading information and information that constitutes an attack on the rights of third parties,
- Using software that will prevent the application and software used that will threaten the general security of the application, steal data, delete data and change data.

In this case, the USER is obliged to compensate all damages incurred by the Company.

ARTICLE-12 : APPLICABLE LAW AND AUTHORITY

In disputes arising from this Agreement, Iraqi Law will be applied. Iraqi Courts and Enforcement Offices are authorized in all disputes arising from the Agreement.

ARTICLE-13: ENFORCEMENT

This Agreement enters into force immediately when the USER signs up zpofy.com application and starts to use the application.