

End-User Agreement

Usage rules, responsibilities, and limitations for individuals using Next4biz solutions.

END-USER AGREEMENT

INTRODUCTION

Hereby with this end-user agreement, the rules that you will be subject to when using Next4biz products and services upon your identification as a user will be set.

You may access here our [Next4biz Privacy Notice On The Processing Of Personal Data and Privacy Policy](#) which is our commitment to you.

This Agreement shall be deemed to have been accepted upon your use of our products and services with your credentials. You are responsible for protection of your credentials and prohibited from allowing third parties to use your credentials that are created uniquely for you.

Under this Agreement, "websites" refer to <https://www.next4biz.com/next4biz-home.html> and <https://www.next4biz.com/tr/next4biz-home-TR.html>, "solutions and products" refer to the software and services supplied to you by Next4biz.

All customer support services are provided by Next4biz Customer Help Center.

If you do not want to be bound by the terms and conditions of this Agreement, you must not use our website or Next4biz products and services.

TERMS OF USE

- All trademarks, patents, copyrights, utility models, designs, visuals and diagrams on Next4biz software products belong to Next4biz. All copyrights related to images and designs on the website, products and services are registered in Next4biz's name, all rights reserved. Web pages, front-end/back-end codes and components, other images and design elements may not be copied or used in

whole or in part without the explicit written permission of Next4biz. You have been given limited license to use the website and the products and services as specified in the information forms for the products and services. This license does not in any way imply, in whole or in part, the transfer of any trademark, patent right, invention, copyright, license, domain name, proprietary information, without limitation any intellectual or industrial right.

- The limited user license granted to you in the above scope does not in any way imply licensing, sub-licensing, transferring of rights, selling, granting of franchises, distributing, operation rights, etc. to others and cannot be interpreted this way either.
- Processes and actions such as modifications, corrections, engineering, reverse engineering, creating user registration by entering wrong information, disrupting operation and making disruptive attempts, infecting with viruses, etc. on products and services are strictly prohibited.
- The use of the products and services for actions contrary to law including but not limited to ; violation of the personal rights of others; sending unauthorized e-mails, using for garbage information, message or data transfer, sending bulk messages, parsing of products or services or elements of any other software, reverse engineering, accessing to source codes, sending harmful or corrupt e-mails, and sending content or messages that include racist, hate speech, sexually explicit or insulting and abusive content are strictly prohibited..
- For each registration to be created on behalf of the users of our customers, the username and password ("Login") to be defined must be logged in by them personally. Each customer of us is obliged to keep accurate and complete records of their real person users it has designated as users. Each user is responsible for the confidentiality of the real person login information and is responsible for ensuring that no other persons are logged in with this login. The account is not allowed to be used by anyone other than the registered user. User account and user information may not be allowed to be used by anyone other than the registered user, even within the same corporation of our customer. The use of products and services is prohibited to be used by any other means than real persons such as by robots, automated processors and artificial intelligence.
- If you fail to comply with the terms of this Agreement, Next4biz reserves the right to unilaterally suspend or terminate the provision of products and services, in whole or in part, for a limited period or indefinitely.

- Next4biz also reserves the right to suspend the service provision for the purpose of maintaining, updating, upgrading the products and services due to planned or immediate needs and to be unable to provide services due to force majeure reasons.
- The user is responsible for the provision of technical requirements for access to the use of products and services including but not limited to internet access, computers, devices, search engines, etc.
- Regulative or self-assessment security tests in categories such as penetration, IDOR etc., additionally any attack tests and/or surface scan reviews due to frameworks and vectors such as NIST, MITRE, OWASP, performance tests, sending malicious requests, DDOS tests are prohibited.

PRICING POLICY

- Fees for all products and services offered by Next4biz are stated at the offer or user registration stage offered to you or to your corporation prior to user registration. Upon registration, the user agrees and declares that the fee or price specified in relation to the product or service will be paid by your corporation or by yourself.. You acknowledge and agree that you or your corporation have authorized Next4biz to execute regular payments and collections each month for the duration of use from the instrument of payment you submitted at the time of user registration. In case the payment is not made, Next4biz has the right to cease the service provision.
- In accordance with this Agreement, the personal information on the instrument of payment submitted for the payment of fees and charges from the beginning to the end of the product or service used shall be used only for this purpose and shall not be used for any other purpose. It is your responsibility to keep the information of the instrument of payment submitted at registration up to date and to ensure that it is available for collection.
- Once the user registration has been created, avoidance from the payment of the fees for product and services is not allowed by rescission from the agreement, and the fees paid cannot be refunded. The user may not avoid paying fees for reasons such as non use of the product and service or the use is terminated before the end of a committed period.
- In addition, unless informed in advance, taxes, duties and fees that may be applied from customs tariffs are not included in the fees and costs of the products or services.

PRIVACY AND INFORMATION SECURITY

- Next4biz processes your personal data within the framework of the use of the products. Next4biz processes personal data in accordance with the laws of the countries to which it is subject. You can access the [Next4biz Privacy Notice On The Processing Of Personal Data](#) and our [Legal • Privacy Policy](#) regarding the processing of personal data.
- You agree and warrant that user information, including but not limited to, account name, username, password etc. will be kept confidential by you and will not be shared with third parties.
- Even if the user information is entered by them, you are not authorized to use the user information of others or to make transactions on the account of others.

When determining the password, you must follow the rules below:

- Your password should not be easy to guess. It should not contain easily guessable information such as the date of birth, your child's name, phone number, or your favorite team.
- It should not contain consecutive or repeating sequences of numbers / letters. (Ex: 1234, abcd, 1111)
- It should not contain words and letter groups that are frequently used or found in dictionaries. (Ex: qwerty, password)
- The same password should not be used on different platforms and a separate password should be created for each user account. You are not authorized to use someone else's user information or to make transactions from someone else's account, even if it has been entered by them.

TERMINATION OF SERVICE

- If your obligations regarding the price of the product or service you are using are not fulfilled or if the use constitutes a violation of this Agreement or the Terms of Use, Next4biz may terminate the service.
- You may terminate your subscription by sending a cancellation message to support@next4biz.com, unless it is prescribed otherwise in your personal or corporate license agreement.

NON LIABILITY CLAUSE

Next4biz offers you its products and services in "as is" condition and makes no commitment to flawlessness. Product features are described on next4biz.com/tr.

LIMITATION OF LIABILITY

Next4biz shall not be held liable for any direct or indirect, negative or consequential damages, losses, forfeited profits, loss of profits, back pay, punitive damages or similar damages of any shareholders, officials, employees, business partners, branches, agents, suppliers, sub-contractors, licensees, any real or legal persons.

OTHER TERMS

- If any term of this agreement is deemed invalid by a competent court, this gap shall be filled by interpretation in accordance with the purpose of the agreement and the service. Terms other than those of this nature continue to apply. The failure to exercise any term or right in whole or in part in this agreement does not constitute a waiver of that term or right by Next4biz.
- You have no right to transfer or assign your rights arising from this agreement, products or services in whole or in part, directly or indirectly, except as Next4biz permits in writing. Next4biz, on the other hand, may transfer or assign its products and services to someone else in whole or in part without your prior permission, provided that the obligations under this Terms of Use are fulfilled.
- This Agreement constitutes the terms of a valid and binding contractual relationship between you and Next4biz as a whole with other documents such as the product and Terms of Service, Privacy Policy, etc. In the event of a conflict between these, the provisions of this Agreement shall be applied first. Next4biz reserves the right to update the terms and conditions of this agreement at intervals.
- The provisions relating to intellectual and industrial property rights, the payment of fees and fees, the protection of privacy and personal information, the termination, the registration and limitation of compensation and irresponsibility, and the settlement of disputes shall not cease automatically upon termination of the user, and its terms and continues to bear results.
- Registration as a user means that you have given Next4biz the authority and permission to send you messages regarding the website, products and services. If you do not wish to grant this permission, or if you wish to revoke it, you may restrict it by sending an e-mail message. E-mail messages that will affect your

legal relationship with Next4biz must be sent to the contact address specified on Next4biz website.