# FAST LOGIN PLATFORM END USER AGREEMENT

Fastlogin Platform that is an authentication platform enabling end users to log in/access the channels defined in the Fast Login Platform ("**Platform**") (Service Providers are the right owners of the channels such as the site/mobile application, etc.) is provided by **Turkcell İletişim Hizmetleri A.Ş. (**"Platform Owner or Turkcell"**), with the** registered e-mail address of turkcell.hizligiris@hs03.kep.tr and Mersis number of **0877001340600017.**

I declare that I have carefully read all the terms and conditions of this **Fast Login Platform End User Agreement ("Agreement")**, which regulates the terms of use of the Platform, and I approve the Agreement by checking the "**I Accept**" option at the end of this Agreement as an end user (**"End User"**). I accept and declare that I shall abide by the provisions of this Agreement by starting to use Platform and I shall not use the Platform if I don´t want to be bound by this Agreement.

# END USER OBLIGATIONS

I hereby accept and commit: to proceed by selecting one of the options “**Login with GSM”, “Login with E-mail**” or “**Login with GSM and Fast Login Password**” on the platform screen; when I want to login to any Service Provider channel;

* 1. **In case I choose the "LOGIN with GSM"** option; after entering my mobile phone number,
		+ **if I am a Turkcell Subscriber and the Service Provider is Turkcell**; my e-mail address and mobile phone number information shall be automatically shared with the Service Provider,
		+ **If I am a Turkcell Subscriber but the Service Provider is not Turkcell; I know that my** phone number and e-mail shall be automatically shared with the Service Provider since it is mandatory to use this option, and I can select the information for which I consent to share with the Service Provider (including name-surname, gender, date of birth, age range, billing address and TR ID number), and that I may not allow any of them to be shared if I wish,
		+ **If I am not a Turkcell Subscriber and the Service Provider is not Turkcell**; I know that my phone number and e-mail shall be automatically shared with the Service Provider since it is mandatory to use this option, and if the Service Provider requests, I shall personally enter my name-surname, gender, date of birth, age range, billing address information in the relevant fields myself , my mobile phone number shall be reflected on this screen as I enter it on the first screen of the Platform, I can mark the information that I allow to be shared with the Service Provider, I may not allow any of them to be shared if I wish,

* + - **If I am not a Turkcell Subscriber and the Service Provider is Turkcell**; I know that my phone number and e-mail shall be automatically shared with the Service Provider since it is mandatory to use this option, and if the Service Provider requests, I shall personally enter my name-surname, gender, date of birth, age range, billing address information in the relevant fields myself, my mobile phone number shall be reflected on this screen as I enter it on the first screen of the Platform, I can mark the information I allow to be shared with the Service Provider, and I may not allow any of them to be shared if I wish,

If the Service Provider has preferred to login with a password; When I enter Fast Login for the first time, after I enter my mobile phone number, after the approval I shall give from my mobile phone; in case I want to log in to the same channel again after the first login with the "Login via GSM" option, that I shall determine my password and security question by giving my e-mail, and that I can only log in with my mobile phone number and password that I have determined; I can only log in by confirming the verification code sent to my mobile phone or if the Service Provider wants me to enter it with the password,

* 1. **If I choose the LOGIN BY E-MAIL** option; I know that I shall determine my password and security question by entering my e-mail and mobile phone number and verifying my phone, in this case my e-mail and mobile phone number shall be shared with the Service Provider in any case, since it is mandatory to use this option,
	2. **If I choose LOGIN WITH GSM AND FAST LOGIN PASSWORD**; I know that after entering my GSM number, I can login by entering my Fast Login password and my GSM number shall not be verified during this login, and in this case, my phone number and e-mail shall be automatically shared with the Service Provider, since it is mandatory to use this option,
	3. If I selected the **"Remember Me"** option in the first login I performed with any of the above options, in case I want to log in to the same channel again; I acknowledge that I do not need to enter any Personal Data, that I can log in to the channel automatically and that I have given consent to be shared with the Service Provider in this process or that my phone number and e-mail transferred by the Platform are shared with the Service Provider because it is mandatory for the service to be provided. I shall give approval once per channel regarding the sharing of My Personal Data with the channels of the Service Provider that I have accessed through the platform, if I re-enter the channels I have approved, I do not need to give my consent and I have given permission to be shared with the Service Provider and / or to be able to offer the service within the scope of the Platform,
	4. **If I am a Turkcell subscriber and I am logging into the Service Provider´s channel from my mobile device and Automatic Login is integrated into the Service Provider´s channel; I have to login to the channel with Automatic Login,**

this method has been developed technologically upon the selection of the Service Provider and it is possible to log in with the automatic control of my IP information instead of entering GSM or E-mail options each time, and in this process, my phone number and e-mail are necessarily shared with the Service Provider to provide the service,

* 1. I acknowledge and accept that I should not use the accounts and passwords of other users using the Platform, not access their data without permission, and not share my account and passwords with others and take all necessary measures to ensure their security, otherwise, I shall be responsible for the legal and criminal responsibilities and sanctions that may arise from this and the Platform Owner is not responsible for the takeover of the passwords and accounts of the users by third parties, Platform Owner does not have any responsibility regarding the processing of My Personal Data shared by the Platform Owner with the Service Providers in accordance with the above-mentioned setup, by the relevant Service Providers regarding the Fulfillment of the service within the scope of this Agreement; as an End User, I can obtain information by examining the clarification text and related documents in the channel of the relevant Service Provider or by contacting the relevant Service Provider, however, if the said channels cause any problem or damage, the damages and/or the solution of the problem I am obliged to convey my requests to the relevant Service Provider directly, I know that I shall not have the right to request from the Platform Owner under any name and conditions, that the channels belonging to the Service Providers that I access through the Platform have their own terms and that they can charge a fee for the services they shall provide, and I shall not have any request under any name and condition from the Platform Owner regarding this issue, I am solely responsible for evaluating and complying with such terms, and in this context, if the Platform Owner has to make any payments, I shall immediately and pay the relevant amount in cash to the Platform Owner without issuance of a court order,
	2. If I am a corporate line user; I acknowledge that I cannot use the Platform with the mobile phone number belonging to the line I previously used, the Platform does not provide a certified electronic signature service, and the identity of a certain person who logged in through the Platform Fast Login ID (the identity consisting of the information that End Users enter on the Platform) cannot be used to replace the official identification or verification tool, the Platform Owner does not have such an obligation,
	3. I acknowledge that the Platform Owner, with its unilateral decision, has the right to suspend the use of the Platform at any time without notice, or to cease its existence,
	4. System software related to the Platform can be updated automatically, additional requirements may be predicted by the Platform Owner by informing the users beforehand in order for the Platform to work, and that I should make the necessary updates and provide additional requirements, if any,
	5. All the information that I declare while logging into the Platform and/or that I shall declare in the updated versions of this Platform (if necessary) belong to me, consist of correct and updated information, otherwise I shall be liable for legal and criminal sanctions, if the Platform Owner wishes, it may request additional information and documents and/or suspend my use of the Platform,
	6. I accept and undertake that the Platform Owner is a legally independent party, that there is no partnership, representation, agency or any other relationship with me,
	7. As an End User, I shall not be able to transfer and assign my obligations and responsibilities arising from this Agreement to third parties under any circumstances,
	8. The Platform Owner can transfer the Platform (including systems, data, all system-related elements), this Agreement and/or its rights and obligations under this Agreement to any third person or organization or group company without notice; this shall not prevent me from fulfilling my obligations as an End User within the scope of the conditions stipulated in this Agreement,
	9. Any rules, announcements and statements submitted regarding the use or conditions of the Platform are an integral part of this Agreement, the Platform Owner **may change this Agreement at any time, cancel the terms and/or add new conditions**, If I do not want to continue using the Platform after any change, I know that I have to re-approve the current Agreement; I know that if I do not approve, I cannot continue to use the Platform; however, I can access the current version of the Agreement from within the Platform at any time,
	10. If I violate any of the provisions of this Agreement, the Platform Owner may prevent me from using the Platform due to such contradiction, and in any case, any damages and losses that the Platform Owner may encounter for this reason, all kinds of costs that shall have to be paid to third parties, shall be recoursed to me,
	11. I shall not demand any rights from the Platform Owner in such cases that the Platform Owner may immediately restrict or postpone my use of the Platform without any reason and without any notification,
	12. I have the legal capacity to enter into this Agreement.

# OTHER PROVISIONS

* 1. **Intellectual Property Rights**
		1. With this Agreement, I acknowledge, declare and undertake that I am only given the right to enter the Platform in accordance with this Agreement, and I have not been given any other rights and licenses,
		2. Except for the [open source codes](http://www.hizligiris.turkcell.com.tr/) used on the Platform, including the software and source codes and whose details can be accessed on [www.hizligiris.turkcell.com.tr](http://www.hizligiris.turkcell.com.tr), the Platform´s Trademarks, service marks and logos, texts, commands, characteristics, graphics, local icons, interactive features, software and codes and similar indicators and all rights in accordance with the legal legislation regarding Intellectual and Industrial Rights belong to the Platform Owner or I know that licenses regarding their intellectual property rights are obtained from third parties by the Platform Owner and that they are protected,
		3. The principles regarding the use of open source codes used in the application can be accessed on https://github.com/hackiftekhar/IQKeyboardManager/blob/master/LICENSE.md, [https://github.com/puretears/KeychainWrapper/blob/master/LICENSE](https://github.com/hackiftekhar/IQKeyboardManager/blob/master/LICENSE.md)[)](https://github.com/puretears/KeychainWrapper/blob/master/LICENSE) for iOS and on https://square.github.io/retrofit/ , https://square.github.io/okhttp/ for [Android](https://square.github.io/retrofit/) [and I shall use these open source codes in accordance with the principles of use,](https://square.github.io/okhttp/)
		4. Within the scope of this Agreement, no ownership of any intellectual and industrial property rights of the Platform has been granted, excluding open source codes, a non-exclusive and non-transferable right of use (simple license) has been granted on the Platform only for the duration of the Agreement, I acknowledge that I shall use it within the scope specified in this Agreement, that I know that no other rights and licenses are granted to me other than this, that I shall comply with the terms of use in this Agreement while using the Platform, that I cannot perform any action on the Platform, including but not limited to the ones listed below.

# Provision of the Service

I declare and accept that I know that the Platform Owner has the right to terminate the access of the Platform to the End Users, provided that I notify me, but without giving a reason.

# Using the Platform

* + 1. I hereby accept, declare and undertake that I am personally responsible for the use and management of all information enabling the use of the Platform, that every transaction performed from my devices and accounts shall be deemed to have been performed by myself, and that I am exclusively responsible for all damages that may occur due to the direct or indirect use, loss or handover of this information,
		2. I shall not use the Platform to constitute a crime, require legal follow-up, cause or encourage violations of national or international laws and international agreements, illegal or disrupt public order, violate general morality, harass others, I shall not use it for a purpose that is harmful to personal rights, illegally, in a way that infringes on the privacy or private life of others, intellectual and copyright, trademark rights or other property rights,
		3. I shall not take actions that may threaten the security of the Platform and the Platform Owner´s systems and/or harm the Platform, the Platform Owner and other users, I shall not take any action that contains a virus or other harmful element or imposes a disproportionate load on the Platform and the Platform Owner´s infrastructure, and I shall not transmit such content, software or any other data and I shall not make any attempt to prevent the Platform from working or other users from benefiting from the Platform, I shall not access the source codes of the Platform or the Platform Owner´s systems in an unauthorized manner, I shall not copy, duplicate, delete, modify or attempt in this direction to the Platform; I shall not allow the Platform for the use of third parties, I shall not allow the use of third parties, I shall not use software that shall prevent the operation of the Platform, I shall not try to use or disrupt the operation of all kinds of software, hardware and servers, cause corruption, reverse engineering, organize attacks, engage in them, it is strictly forbidden for me to intervene, try to access the Platform Owner´s servers, I shall not develop different platforms similar to the Platform with the above-mentioned methods, I shall not support third parties acting for this purpose, otherwise I am solely responsible and addressed, Platform,
		4. I am obliged to immediately compensate all kinds of damages, compensation to be paid to right owners and/or third parties, judicial / administrative fines and other costs and expenses to be made, upon the first request of the Platform Owner due to my above-mentioned violating actions, I know that all damages and losses that the Platform Owner suffered and/or would have to bear shall be recourse to me.

# Limitation of Liability

* + 1. I accept, declare and undertake in advance that the Platform Owner is not liable for any direct or indirect damages that may arise from use, breach of the Contract, tort or other reasons, other than its gross fault regarding the use of the Platform, the Platform or the information and other data on the Platform, programs etc.; As a result of my violation of the Agreement, tort, negligence behavior; the Platform Owner does not accept any responsibility for the deletion, loss of data, delay of processing or communication, computer virus, communication error, theft, destruction, unauthorized entry, change or use of records; the Platform Owner has been released from all kinds of damages and claims, including attorney fees, court costs and other costs, from any liability that may arise as a result of use of the Platform,
		2. I SHALL BE EXCLUSIVELY RESPONSIBLE FOR ANY KINDS OF RISKS FOR USING THE PLATFORM, ACCESSING THE ENVIRONMENTS PROVIDED BY THE SERVICE PROVIDER THROUGH THE PLATFORM, I SHALL NOT HAVE ANY CLAIM FROM THE SERVICE PROVIDER UNDER ANY NAME, THE PLATFORM OWNER DIDN´T PROVIDE ANY GUARANTEE OR COMMITMENT REGARDING THE FULFULLMENT CAPACITY OF THE PLATFORM AND ITS FUNCTIONS THE NEEDS, THE PLATFORM OWNER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, ACCIDENTAL, PENAL LOSS THAT MAY OCCUR ABOUT THE USE OF THE PLATFORM TO THE EXTENT PERMITTED BY LAW, INCLUDING THE PROFIT LOSS, GOODSHALL AND LOSS OF REPUTATION,
		3. I acknowledge that the healthy use of the Platform depends on the quality of the service provided by the internet service provider and that the Platform Owner has no responsibility for the problems arising from the service quality in question, that the operation of the Platform is not free from defects and that I may encounter technical problems or access barriers from time to time,
		4. I am responsible for any damages and responsibilities that may occur on mobile phones, computers or other devices in relation to the use of the Platform, and I shall not hold the Platform Owner responsible for any incidents that may occur if the Platform is used,
		5. I know that the Platform Owner, its partners, group companies and/or its affiliates shall not be liable for profits, income, data loss or other financial losses or resulting special and/or indirect damages, administrative/judicial fines and/or material/moral damages that may occur due to my use of the Platform, unless otherwise stated in the legislation.

# Personal Data

* + 1. I can access my personal information ("My Personal Data") collected or provided through the Platform or regarding the Platform by the Platform Owner and shared when using the Platform, by clicking Fast Login Clarification Text, located on **"CLARIFICATION"** expression on the left sides of Fast Login screen.
		2. I acknowledge that I can take back my consents that I have given regarding the sharing of My Personal Data for each Service Provider from the ´Update My Information´ section, the Platform Owner can forward this change to the service provider´s platform the next time I access, however, the Platform Owner cannot be held responsible for the instant updating of this information in the Service Provider´s systems, and if the Service Provider channels I want to access are in a country other than the country I am in, I declare that I know that my Personal Data, which I request to be transmitted via Fast Login, shall be shared with the relevant Service Provider abroad.

# Force Majeure

I know that natural disasters, warfare, mobilization, fire situations, government and administrative authority decisions and similar situations that occur in a manner and degree that shall temporarily or permanently halt the obligations undertaken by the Platform Owner shall be considered force majeure; I accept that the Platform Owner shall not be liable to me for not fulfilling its obligations in such cases.

# Dispute Resolution and Validity of Records

* + 1. I accept, declare and undertake that Turkish Law shall be applied to resolve any disputes arising from this Agreement between me and the Platform Owner, and that the Istanbul Anatolian Courts and Executive Offices shall be authorized exclusively,
		2. In disputes arising out of this Agreement, the electronic and system records, commercial records, ledger records, microfilms, microfiches and computer records that the Platform Owner keeps in its database and servers shall constitute binding, conclusive and exclusive evidence, and this article is a contract of evidence in the meaning of Article 193. of the Code of Civil Procedure.