

# Terms of Use

These Terms of Use (this "Agreement") is a legal agreement between you ("you") and SkinAssist, a company based in Istanbul, Turkey ("Company," "we," or "us") for use of the SkinAssist application, the website (<https://skinassistapp.com>), the servers used by the application, the computer files stored on such servers, and all related services, features, and content offered by the Company (collectively, the "Application").

## Acceptance of Terms

Please read this Agreement carefully. By creating an account or accessing or using the Application, you acknowledge that you accept and agree to be bound by the terms of this Agreement. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APPLICATION.**

We may modify this Agreement from time to time. We will notify you by email, through the Application, or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the Application after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

## Medical Services Disclaimer

The information about health provided by the Application is not intended to diagnose, treat, cure, or prevent disease. Products, services, information, and other content provided by the Application, including information linking to third-party websites, are provided for general informational purposes only.

The information offered by the Application is not comprehensive and does not cover all diseases, ailments, physical conditions, or their treatment.

Individuals are different and may react differently to different products. Comments made on the Application by employees or other users are strictly their own personal views made in their personal capacity and are not claims made by the Company nor do they represent the position or view of the Company.

The Company is not liable for any information provided by the Application with regard to recommendations regarding cosmeceuticals, supplements, or their ingredients, for any health purposes.

The Company makes no guarantee or warranty with respect to any products or services sold. The Company is not responsible for any damages for information or services provided even if the Company has been advised of the possibility of damages.

Always consult with your healthcare professional if you have any questions or concerns about your health or condition or experience any changes in your condition or health status. If you think you have a medical emergency, call 911 or the relevant emergency number in your area immediately.

## Registration and Eligibility

To use the Application, you may be required to create or update an account (“Account”) and will be asked to provide certain personal information, which may include your name, gender, birth date, and email address. This information will be held and used in accordance with our Privacy Policy, which can be found at <https://skinassistapp.com/privacy-policy> (“Privacy Policy”). You agree that you will supply accurate and complete information to the Company and that you will update that information promptly after it changes.

To create an Account and access the Application, you must be at least 13 years old (or 16 years old for residents of the European Union). If you are under the said age, your parent or guardian must review and accept the terms of this Agreement, and by using the Application, you confirm that your parent or guardian has so reviewed and accepted this Agreement. We reserve the right to limit the availability to users under the age of 13 (or 16 for the residents of the European Union) of certain content in the Application, at our sole discretion.

## **Your Use of the Application**

Any content you submit through the Application is governed by the Company’s Privacy Policy at <https://skinassistapp.com/privacy-policy>. To the extent there is any inconsistency between this Agreement and the Privacy Policy, these Terms shall govern. If you submit a question or response, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the public areas.

As a condition of using the Application, you agree not to engage in prohibited activities, including but not limited to:

- Reselling, renting, leasing, or sublicensing the Application.
- Modifying, reverse engineering, or decompiling the Application.
- Uploading content that violates laws or contains harmful software.

Violation of these terms will result in termination of your license to use the Application.

## **Children’s Privacy**

We do not knowingly collect Personal Data from children under the age of 13 (or 16 for residents of the European Union). If you become aware of a child using the Application, contact us at [support@skinassistapp.com](mailto:support@skinassistapp.com).

## **Subscriptions**

The Application offers subscriptions for accessing personalized insights and tracking tools. Payments are processed through iOS Apple systems. Subscriptions automatically renew unless canceled at least 24 hours before the renewal period. Payments are non-refundable.

## **Account Security**

You are responsible for maintaining the confidentiality of your account information. Notify us immediately at [support@skinassistapp.com](mailto:support@skinassistapp.com) if you suspect unauthorized use of your account.

## **Warranty Disclaimer**

The Application is provided “AS IS” and “AS AVAILABLE.” The Company disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **Limitation of Liability**

The Company’s total liability is limited to the amount you have paid for the Application or \$100, whichever is higher. Some jurisdictions do not allow these limitations, so they may not apply to you.

## **Governing Law and Dispute Resolution**

This Agreement is governed by the laws of Turkey. All disputes will be resolved exclusively in the courts of Istanbul. The parties waive their right to a jury trial.

## **Questions and Comments**

If you have any questions or feedback, contact us at [support@skinassistapp.com](mailto:support@skinassistapp.com).