

JORBI USER AGREEMENT, TERMS OF USE AND EULA

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1. DATA CONTROLLER INFORMATION

- Data Controller: Çiğdem Ertek Mutlu
- Tax ID: 33154498546
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- Address: Akarbaşı Mah. Ada Sk. Prestij Konutları C D Blok C Blok No: 33 İç Kapı No: 6 Odunpazarı / Eskişehir, Turkey

2. PARTIES, ACCEPTANCE AND THE ROLE OF THE PLATFORM These Terms of Use regulate the legal relationship between all individual users and commercial accounts (Stores) who download and use the Jorbi mobile application, and the Platform Provider (Jorbi). By using the application, you are deemed to have accepted these terms. This agreement and the related data processing activities have been prepared taking into account the KVKK (Turkey), GDPR (EU), and other applicable data protection regulations. Jorbi is an intermediary platform that brings together users and local businesses. Jorbi is not the provider of the commercial products or services offered by the stores, is not a party to the sales transactions, and cannot be held responsible for operational issues related to the store. Jorbi processes only the minimum data necessary to provide the service (data minimization principle).

3. ACCOUNT TYPES AND RESPONSIBILITIES There are two different account types within the application, and the purposes of use and legal obligations of both account types are different:

- a. Standard User (Customer) Account: These are free accounts opened for the purpose of using the platform solely for individual, personal, and social purposes; viewing offers on the map, participating in events, and using discount codes. Standard users cannot use the platform for commercial gain.
- b. Commercial Account (Store): These are commercial accounts created to promote their own physical business, publish campaigns/offers by purchasing a Token balance, and attract customers through the platform.

In accordance with the principles of consumer safety, prevention of abuse, and transparency; the "Store Name" and "Phone Number" fields declared by commercial accounts with SMS verification during registration cannot be changed later, these fields are permanently locked in the profile settings. Store accounts are solely and personally responsible for the accuracy of the prices they offer, applying the announced discounts at the checkout, and complying with local consumer protection laws. Jorbi is in no way a party or an arbitrator in the commercial exchange between stores and users.

4. AGE LIMIT The minimum age limit to use the application is 18. Data is not knowingly collected from individuals under the age of 18; if detected, the relevant data is immediately deleted.

5. COMMERCIAL ACCOUNTS (STORES) AND LEGAL RESPONSIBILITY Legal or natural person businesses that open a store account legally guarantee the accuracy and currency of all information, menus, price lists, and campaign details they publish on the

platform. Stores cannot make posts that mislead consumers, create unfair competition, or violate the legislation. The prices and conditions the consumer will encounter at the checkout must be exactly the same as announced in the application. In contrary situations, any legal, administrative, and financial responsibility that may arise belongs exclusively to the relevant Store.

6. CAMPAIGN TEMPLATES AND TOKEN RULES Stores use a Token balance to conduct campaign and advertising activities on the platform. The operational rules of the campaign models within the application are as follows:

- **Take-Away (Pick-up) Template:** The cost is 1 Token and the maximum campaign duration is 12 hours.
- **Flash Discount Template:** The cost is 1 Token, the maximum campaign duration is 12 hours. It is mandatory to define a discount of at least 20% for flash offers to stand out on the map and in the feed.
- **Squad Offer (Group) Template:** The cost is 3 Tokens and the maximum campaign duration is 24 hours. It is a social campaign model that user groups of at least 4 people can use by coming together.
- **Weekly Showcase Template:** The cost is 5 Tokens for 7 days (168 hours). It ensures that the campaign shines uninterruptedly and at the top rank on the platform. It is completely free for the first use for stores newly registered to the platform (No Tokens are deducted). If the store does not use this right in its first campaign, the right to define a free showcase is permanently deleted.
- **Discount Template:** The cost is 1 Token and the maximum campaign duration is 12 hours. It is a flexible model where the store freely determines the discount rate.
- **New Product Template:** The cost is 1 Token and the maximum campaign duration is 12 hours. It is a promotional model that does not contain a discount obligation for new product promotions.

7. USER RIGHTS AND CONTENT POLICY Users undertake to share content (comments, status information, photos) within the platform that complies with community guidelines, morality, and laws. Users can report inappropriate content, block other users, and content may be subject to moderation review. Insulting, abusive, threatening, unfairly defamatory, or promotional content is controlled via dynamic filters on the server side and complaint mechanisms. In case of violation detection, the content is immediately removed and the user's account can be permanently or temporarily suspended.

8. LOCATION SERVICES AND VERIFICATION PROTOCOL Jorbi is a hyper-local ecosystem and the operation of the platform relies on the location-based verifications of both users and stores.

- **User/Customer Leg:** The application performs instantaneous distance control via the device's GPS services in order to list the offers in the immediate vicinity of the user, enable them to use the map, and prevent abuse during the ticket confirmation stage.
- **Commercial Account/Store Leg:** Instant GPS location data is processed during the registration and setup phase in order to accurately mark the physical location of the business on the map, prevent fake business registrations, and provide accurate distance data to customers.

Furthermore, the platform incorporates geofencing and cloud-based automatic quarantine radar algorithms to prevent stores that were previously banned for violating system rules from re-infiltrating the system by using their name derivatives, similar letter variations, or cyber identities. An attempt to open a new store registration with similar or imitation names (including fuzzy logic and root word matches) within a 100-meter radius of a business that has been removed from the system is automatically detected and blocked by the server. If location permission is not granted, basic location-dependent features (such as map usage, viewing offers, and ticket confirmation functions) may not be available. The use of fake location (Mock GPS) applications is strictly prohibited; if detected, all individual or commercial accounts, along with the hardware device identities (Device ID) on which the transaction was performed, are automatically subjected to permanent execution (ban) by the system.

9. TOKEN SYSTEM AND IN-APP PURCHASES The Token packages purchased by the stores are billed via RevenueCat and the relevant app stores (Apple App Store / Google Play Store) infrastructure. Purchased tokens have no cash equivalent, cannot be transferred to third parties, and cannot be sold. Refund processes and requests are subject to the own refund policies and rules of the relevant store where the purchase was made (Apple App Store or Google Play Store). Purchase requests that are not verified on the server side or attempted to be obtained fraudulently are blocked for system security.

10. DATA RETENTION, PRIVACY AND KVKK/GDPR COMPLIANCE The Platform Provider processes data at a minimum level within the scope of the performance of the contract between the parties and its legitimate interests. The periods of data collection, processing, international transfer, and deletion are executed within the scope of the Privacy Policy and Clarification Text, which is an integral part of this agreement. Separate consent is obtained from the user for data processing activities requiring explicit consent.

11. TECHNICAL RETENTION PROCESS FOR ACCOUNT DELETION AND ABUSE PREVENTION The account deletion process initiated via the "Delete My Account" button in the in-app settings menu or via the website is irreversible, and deleted data cannot be restored. When standard user (customer) accounts are deleted, all their data is immediately and permanently destroyed (Right to be Forgotten). However, in order to prevent commercial accounts (Stores) from abusing welcome tokens and free showcase services, and manipulating system algorithms with fake account variants; the email, phone number, and hardware device identity (Device ID) data belonging to deleted store accounts are cryptographically masked using the SHA-256 one-way hash method. These masked summary data, along with the store's last known geographic location coordinates and search name information, are stored in the system's security logs for 6 months (180 days) for the purpose of preventing duplicate promotional consumption and cyber quarantine violations (legitimate interest). Upon the expiration of this period, all restriction logs are permanently destroyed from the system. Other than this, the business profile, map (GPS) data, campaign content, and customer interactions belonging to the store are permanently deleted at the time of account deletion.

12. SUSPENSION OF SERVICE AND TERMINATION In case of violation of the articles of this agreement, community guidelines, consumer rights, or system security, the Platform Provider (Jorbi); reserves the right to temporarily suspend or permanently close (terminate) the account of the user or the store without prior notice. The access of commercial accounts attempting to re-infiltrate the platform by using new SIM cards, different emails, or fake account variations to bypass system rules and evade the cyber radar; is automatically and

permanently locked by the system via the hardware device identity (Device ID) and network (IP) shield, without any notice or refund obligation (blocked at the Firebase Auth level).

13. INTELLECTUAL PROPERTY AND USER-GENERATED CONTENT (UGC)

LICENSE All Intellectual Property Rights over the basic concept, business model, design, software codes, logos, interface, algorithms, and infrastructure of the application belong exclusively to the Platform Provider. They cannot be copied, reverse-engineered, reproduced, or imitated to create a competing product for commercial purposes without written permission. In order for the content uploaded, shared, or created by the users within the platform (profile photo, store reviews, ratings, status shares, and texts) to be published on the map and in the feed within the scope of the platform's operation, the User; accepts, declares, and undertakes that they grant the Platform Provider (Jorbi) a worldwide, royalty-free, perpetual, transferable, and irrevocable license to use, reproduce, and publish.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

DISCLAIMER OF WARRANTIES: Jorbi provides the application "as is" and "as available". No express or implied warranty is given that the service will be uninterrupted, completely error-free, or flawless. The Platform Provider; cannot be held responsible for instantaneous data losses arising from cyber-attacks, internet outages, or hardware failures. The store is personally responsible for the accuracy of the commercial and financial information it shares. The responsibility for the privacy preference regarding who will see the content belongs entirely to the user.

15. INDEMNIFICATION The User or Store accepts and assumes the responsibility to indemnify any legal claims, administrative fines, damages, court costs, and attorney's fees that the Platform Provider (Jorbi) may incur due to the violation of this agreement, illegal content sharing, fake price declarations, or the violation of the rights of third parties (consumers).

16. EXPORT CONTROLS AND FINAL PROVISIONS (DISPUTE RESOLUTION) The use of the application is subject to applicable international export controls and sanction rules. In the resolution of disputes arising from this agreement; for users residing within the borders of the Republic of Turkey, Consumer Arbitration Committees are authorized within the legal monetary limits, and in cases exceeding these limits, Eskişehir Courts and Enforcement Offices are authorized. For global users residing outside of Turkey, without prejudice to the rights arising from the mandatory consumer protection laws in the user's own country, Turkish Law shall apply and Eskişehir Courts and Enforcement Offices shall have jurisdiction.

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