Shopizal Courier App Terms of Use

Version 1.0 · Effective date: November 16, 2026

This document is a translation of the Turkish text. If there is any difference between the translation and the Turkish text, the Turkish text prevails.

Article 1 – Parties and acceptance

1.1. This Agreement is entered into between Webino Teknoloji Pazarlama Bilişim Sanayi ve Ticaret Limited Şirketi ("Webino"), located at Ayazağa Mah. Kemerburgaz Cad. Vadi İstanbul Park Sitesi 7A Blok No: 7B İç Kapı No: 4 Sarıyer/İstanbul, with MERSİS number 0800126993400001, and the person using the Shopizal Courier app (the "Courier"). Shopizal is the brand of Webino.

1.2. The Courier accepts this Agreement by reading it and pressing the "I have read and accept" button when first entering a courier code in the App. The acceptance is recorded electronically together with the version of the Agreement and the time of acceptance.

1.3. The current text of the Agreement can always be read and downloaded in the Settings section of the App and at shopizal.com/courier-terms.

Article 2 – Definitions

- App: the Shopizal Courier mobile app and the courier page on the Store's website.
- Store: the business that sells using the Shopizal infrastructure and issues the courier code to the Courier.
- Courier code: a time-limited access code created by the Store for a specific order and bound to that order.
- Location sharing: the process started by the Courier through which the device location is shown to the Store and to the Recipient of the order for the duration of the delivery.
- Recipient: the person to whom the order is to be delivered.

Article 3 – Subject matter of the Agreement and Webino's role

3.1. Webino grants the Courier the right to use the App free of charge, in deliveries given by the Store, for the purpose of sharing location and completing the delivery.

3.2. Webino provides software only. It is not a party to any employment, carriage, service or other relationship between the Courier and the Store. Webino is not the Courier's employer, subcontractor, carrier, freight forwarder, agent or intermediary. It does not give the Courier work, does not assign deliveries, does not pay remuneration or bonuses, does not determine the working time or area, and does not rate the Courier.

3.3. Remuneration, payment, insurance, occupational health and safety, vehicle, equipment, documents and permits are matters between the Courier and the Store (or the company the Courier works for). The Courier directs any claims on these matters to the Store or to the company the Courier works for.

3.4. Delivery is the Store's obligation toward the Recipient. The times and distances shown in the App are estimates; Webino does not commit to any delivery time.

3.5. The Courier resolves with the Store any injustice and problem of any kind experienced in relation to deliveries, orders, the Store or the work the Courier performs. Since Webino provides only the software infrastructure, it is entirely outside these matters.

3.6. The Store determines, through its panel settings, which Recipient information (such as name, telephone, address and order note) is shown to the Courier. The obligations and disputes arising from the sharing and use of this information are between the Store, the Recipient and the Courier. Webino provides only the software; its role regarding personal data is set out in Article 6.

Article 4 – Use of the App

4.1. The App is linked to an order only with the courier code given by the Store. The code belongs to a single order, is limited in time and can be closed by the Store at any moment.

4.2. The courier code is personal to the Courier. The Courier does not share the courier code with others and does not allow others to use it. If the Courier learns that the code has come into the hands of another person, the Courier immediately notifies the Store.

4.3. Only the Courier starts location sharing, and the Courier can stop it in the App at any time. Sharing ends automatically when the delivery is completed, when the Store closes the code or when the code expires.

4.4. The Courier is not required to enter a first name, a last name or the company the Courier works for. If the Courier enters them, the Courier is responsible for the accuracy of this information.

4.5. The operation of the App depends on the state of the device, the operating system, the location services and the internet connection. The accuracy of the location may vary depending on environmental conditions.

4.6. Delivery information such as the Recipient's name, address, telephone and order note is entered by the Store or the Recipient; Webino does not create this information and does not verify its accuracy. The App does not generate directions: the "Directions" button transfers the delivery point to the map application on the device (e.g., Apple Maps, Google Maps), and the directions are those of the provider of that application. The map on the Store's courier page is drawn with OpenStreetMap data; street, road and building information comes from this third-party data and may differ from the actual situation. The Courier verifies the delivery address with the information given by the Store; the Courier always assesses the road, traffic signs and environmental conditions personally and, if the map and the actual situation differ, relies on the actual situation.

Article 5 – Courier's obligations

5.1. Safety. The Courier does not interact with the App while driving a vehicle. The Courier uses the device only when it is securely mounted and in compliance with traffic rules. Traffic rules and personal safety always take precedence over the App.

5.2. Legislation. The Courier complies with the legal obligations relating to the delivery work: driver's license, vehicle registration, compulsory insurance, traffic rules and other documents and permits required by the work. These obligations do not belong to Webino.

5.3. Recipient information. The Recipient's name, telephone, address and order note that the Store chooses to show to the Courier are used only for that delivery. The Courier does not copy this information, does not retain it by screenshot, does not share it with others and does not use it after the delivery.

5.4. Prohibited uses. The Courier:

- (a) may not use any tool that shows a fake location or alters location data;
- (b) may not use the App to track a person or vehicle other than for the delivery;
- (c) may not use the App through automated means, may not place excessive load on the servers and may not attempt to circumvent security measures;
- (d) may not copy, modify or decompile the App, except in cases permitted by law;
- (e) may not enter misleading information on behalf of another person or company.

5.5. The Courier is liable under the law for damages arising from the Courier's culpable breach of this Agreement.

Article 6 – Personal data

6.1. The data controller for the location and delivery information processed during delivery and for the first name, last name and company information entered by the Courier is the Store that created the code. Webino provides only the software infrastructure of the App; this data is kept in a database belonging to the Store. The Courier exercises the Courier's rights regarding this data by applying to the Store.

6.2. The Store is also the data controller for the technical records kept for the security of courier codes (such as code attempts and IP address). As a party to this Agreement, Webino retains only the record of acceptance of the Agreement (Agreement version, time of acceptance, courier code, IP address and browser information) in order to prove that the Agreement was concluded.

6.3. Details are in the "Shopizal Courier app" section of the Shopizal "Privacy policy". This Agreement does not replace that policy.

Article 7 – Intellectual property rights

7.1. All rights in the software, design, brand and content of the App belong to Webino. This Agreement grants the Courier only a non-exclusive, non-transferable, non-sublicensable and revocable right of use, limited to the purpose in clause 3.1.

7.2. If the App was downloaded from the Apple App Store or Google Play, the terms of use of that app store also apply. The Apple App Store and Google Play are not the provider of the App or a party to this Agreement.

Article 8 – Provision of the service

8.1. Webino does not commit that the App will operate without interruption or errors, or that the location, address, route, distance and times shown will be accurate. Interruptions may occur due to maintenance, updates, security measures or reasons beyond Webino's control.

8.2. Webino may develop and change the features of the App. For security and compatibility, it may discontinue old versions and require an update.

8.3. If Webino decides to shut down the App completely, it announces this in the App at least 30 days in advance. In cases of security or legal necessity, this period need not be observed.

Article 9 – Liability

9.1. The App is free of charge and is an optional tool that facilitates delivery; delivery does not depend on the App. Webino is not liable for damages arising from the App not working, being interrupted, working incorrectly or displaying incorrect information.

9.2. Webino's liability arising from the acts of auxiliary persons, such as its employees, subcontractors and service providers (including hosting, map, notification and app store services), has been completely excluded pursuant to Article 116(2) of the Turkish Code of Obligations.

9.3. Webino is also not liable for damages arising from the following:

- (a) the relationship between the Courier and the Store or the Recipient;
- (b) traffic accidents, vehicle damage and similar events occurring during delivery;
- (c) delay of the delivery, failure to make the delivery, or delivery to the wrong address;
- (d) incompleteness or incorrectness of the information entered by the Store or the Recipient, or of map, address and road information;
- (e) elements beyond Webino's control, such as the device, operating system, location service, map application, internet connection and app store;
- (f) any use by the Courier that is contrary to this Agreement.

9.4. Webino is not liable for indirect damages or for loss of profit, business, pay, fuel, time or reputation.

9.5. This Article does not cover Webino's liability arising from its own intent or gross negligence, or other liabilities that the law does not permit to be excluded in advance.

9.6. The clauses of this Article are independent of each other; if one of them is deemed invalid, the others are not affected.

Article 10 – Suspension and termination

10.1. The Courier may stop using the App and delete it at any time. This does not affect the Courier's obligations toward the Store in a delivery in progress.

10.2. Webino may suspend the Courier's access to the App or a particular courier code in the following cases: breach of the Agreement, misuse of the code, security risk, a request of a competent authority, or the end of the Store's Shopizal service. Where possible, it warns the Courier first; in urgent cases it may suspend immediately.

10.3. Clause 5.3 and Articles 6, 7, 9, 13 and 14 continue to apply after the Agreement ends.

Article 11 – Amendment of the Agreement

11.1. Webino may update this Agreement. Changes to the detriment of the Courier are announced in the App at least 15 days before they take effect, and the new version is submitted to the Courier for approval at the next code entry. If the Courier does not accept the new version, the Courier cannot use the App; the previous version applies until that date.

11.2. Changes made due to a change in legislation, a decision of a competent authority or a security necessity, as well as changes in favor of the Courier, may take effect at the moment they are announced.

Article 12 – Notices and communication

12.1. Webino gives notices within the App.

12.2. The Courier can reach Webino at contact@webino.com.tr or through the contact channels on webino.com.tr and shopizal.com. Requests relating to delivery, pay and working conditions are directed to the Store.

Article 13 – Evidence, governing law and jurisdiction

13.1. Webino's electronic records (acceptance record, server and application records) may be used as evidence in disputes.

13.2. Turkish law applies to this Agreement.

13.3. Where the Courier is a merchant, the courts and enforcement offices of Istanbul (Çağlayan) are competent. In other cases, the statutory rules on jurisdiction apply.

Article 14 – Severability and other provisions

14.1. If a provision of this Agreement, or a part of a provision, is deemed invalid, void or unenforceable, the other provisions are not affected. The parties agree that they would have entered into this Agreement even without the invalid part. The statutory provisions apply in place of the invalid part.

14.2. Webino's failure to exercise a right, or its late exercise of a right, does not mean that it has waived that right.

14.3. Webino may assign this Agreement to the company that takes over or operates Shopizal, provided that the Courier's rights are not reduced. The Courier may not assign this Agreement.

14.4. This Agreement is the entire agreement between the Courier and Webino regarding the use of the App. The Turkish text prevails; translations are for information purposes.

Article 15 – Entry into force

15.1. This Agreement enters into force upon the Courier's electronic approval.

15.2. The Agreement is for an indefinite term. The Courier's ceasing to use the App or the termination of the Agreement does not affect the application of this Agreement to the use made

up to that date.