

General terms and conditions of use "getir: groceries in minutes"

1. Subject matter of the contract

- 1.1. These general terms of use contain general regulations for the use of the online store provided by Getir Germany GmbH, Postanschrift 676772 11516 Berlin ("Getir"), which is accessible at www.getir.de accessible via the Apple App Store and Google Play Store [Google Play Store](#) (together "Getir Services").
- 1.2. The Getir Services enable the User to order and purchase goods offered on the Getir App. The goods offered in each case depend on the location of the User and may differ depending on the location.
- 1.3. Details of the services to be provided by Getir in each case, the individual contractual relationships and the applicable contractual terms are contained in the following provisions. Together with the contractual conditions listed under 1.4, these general terms of use form the legal framework for the use of the Getir Services and the functionalities and services provided therein.
- 1.4. In addition to these terms of Use, the following contractual terms are part of the contract:
 - a. [Mobile App Privacy Policy](#)
 - b. [Mobile App Cookie Policy](#)
 - c. [Website Privacy Notice](#)
 - d. [Website Cookie Notice](#)
 - e. [General Terms and Conditions](#)

2. Registration, Conclusion of Contract

- 2.1. Prerequisite for the use of the Getir Services and the functionalities and services provided therein is the prior registration of the user in the Getir App.
- 2.2. Natural persons are only entitled to register if they act in their own name and on their own account and have reached the age of 18.
- 2.3. If the aforementioned requirements are met and the user agrees to the validity of these general terms of use, the user may complete the registration by clicking on a corresponding confirmation field in the registration screen.

3. Duties of the User, Blocking of the User Account

- 3.1. During the term of this agreement, the user is in particular obligated,
 - a. to correctly provide the information required for registration according to § 2 and to keep this information up to date at all times. Any changes of the information shall be communicated to Getir without delay.
 - b. to maintain the confidentiality and security of the registration data and not to disclose them to third parties.
- 3.2. The user is prohibited from using the Getir Services for the following purposes and in the following ways during the term of the Agreement:
 - a. in a manner that violates any applicable local, national or international laws or regulations,
 - b. in a manner, for a purpose or with a consequence that is unlawful,
 - c. for the purpose of harming or attempting to harm minors in any way,
 - d. to harass, insult, intimidate or humiliate a person,
 - e. to send, knowingly receive, upload, download, use or reuse material that does not comply with Getir's content standards,
 - f. to transmit or cause to transmit any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam),
 - g. knowingly transmit data, send or upload material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware or other harmful programs or similar computer code designed to adversely affect the operation of computer software or hardware.
- 3.3. Blocking of the user account
 - a. Getir is entitled to block the User's account temporarily or permanently after setting a reasonable time limit, if the User violates these General Terms of Use, the rights of third parties and/or legal regulations.
 - b. In case of repeated and/or serious violations of the User, Getir is entitled to block the User's account even without prior notice.
 - c. With the closure of the Account, the access to the Getir Services and the functionalities and services provided therein to the User shall be discontinued.
 - d. The right of termination for cause remains unaffected.

4. Subject matter and scope of services

- 4.1. The subject matter of the Getir Services is the provision of a congruent single sign-on service for the various offers of the Getir group. This essentially means that the Getir account created can be used for all offers covered without the need to register separately or provide detailed user data again in each case.
- 4.2. User data, in particular any personal data, can be managed and controlled centrally via the Getir account. If users already have an Account for another service of the Getir group, the master data stored there will be transferred to the Getir account when the Getir Services are accessed for the first time. This data will then be transferred to the respective providers when specific offers are used in order to enable the respective exchange of services.
- 4.3. The use of Getir is free of charge. In contrast, costs may arise for the use of specific offers, which will be transparently presented there in each case in accordance with the legal requirements. The same applies to any third-party services required, such as an Internet connection.

5. Availability of services

Getir shall endeavor to provide the Getir Services and the functionalities and services provided, in particular the services described in § 4, as uninterruptedly as possible. The availability depends on the technical and operational possibilities of Getir. Care and maintenance work may lead to a temporary outage. Such an outage due to care and maintenance services shall not be considered as an impairment of availability. Getir shall endeavor to give reasonable advance notice of any unavailability of the Platform and/or individual functionalities and services.

6. Modification of the Terms of Use, the Getir Services and the Operator

- 6.2. Getir will announce the respective change in text form or by e-mail. At the same time, the user shall be expressly informed that the respective amendment shall become subject matter of the contract existing between Getir and the user on these general terms of use, if the user does not object to such amendment within a period of 4 (four) weeks from the notification of the amendment. If the user objects, either party shall have the right to terminate the agreement with a notice period of four (4) weeks in writing or by e-mail.
- 6.3. Getir may update and modify the Getir Services from time to time to reflect changes in our products, the needs of our users and our business direction. All content on the Getir Services and the features and services provided thereon may become obsolete at any time. Getir is under no obligation to update or maintain such content.

7. Liability

- 7.1. In the context of the use of the Getir Services, Getir shall be liable to the user without limitation for all damages caused in cases of intent and gross negligence, injury to life, body or health, breach of warranty, claims under the Product Liability Act and in cases of mandatory legal liability (e.g. Product Safety Act).
- 7.2. In case of simple negligence Getir shall only be liable in case of breach of material contractual obligations. In these cases the liability is limited to the amount of the foreseeable damage, the occurrence of which could typically be expected in contracts of the present kind. An essential contractual obligation in the aforementioned sense is an obligation that is essential for achieving the purpose of the contract or the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the user may regularly rely. The foreseeable, contract-typical damage is such damage that is typically to be expected in the case of a usual course of damage.
- 7.3. Any further liability of Getir is excluded.
- 7.4. Getir shall in particular not be liable in case of force majeure. Force majeure are all circumstances and events that are beyond Getir's responsibility, such as strikes, lockouts, natural events, catastrophes, epidemics or pandemics, official intervention, legal prohibitions or other events due to which Getir is hindered in its services through no fault of its own.

8. Links to and from the Getir Services

- 8.1. Links to third party websites or services included in the Getir Services are provided for the Users' information only. Getir does not adopt the content of the linked websites or services. Getir has no control over the content of these sites and services.
- 8.2. When linking to Getir Services, the following must be observed:
 - a. Users may link to the home page of Getir Services, provided that you do so in a lawful manner that does not damage or exploit Getir's reputation.
 - b. Users may not establish a link in a manner that suggests any form of affiliation, approval or endorsement by Getir when none exists.
 - c. Users may not establish a link to the Getir Services on a website that is not operated by you.
 - d. Getir Services may not be included on other websites and services through frames, embedded links or other methods, nor may you link to any part of our website and services other than the home page.
 - e. Getir reserves the right to withdraw permission to link without notice.
 - f. The website on which Users place the link must comply in all respects with the content requirements specified by these general terms of use, in particular in § 3.
 - g. Users who wish to link or use content from the Getir Services other than that specified in 8.2.1 must obtain Getir's consent via support@getir.com in advance of setting the link or using the content.

9. Data protection

- 9.1. Details on data protection and the processing of personal data provided by the user in the context of the use of the Getir Services can be found in the [Privacy Policy](#).

10. Term, termination of use

- 10.1. Subject to the assertion of the right of revocation pursuant to § 11, the contract with these terms of use between the user and Getir shall be valid for an indefinite period of time.
- 10.2. The user may terminate the use of the Getir Services at any time by closing his user account. The user may perform the closure in the account settings in the Getir Services or request it by sending an e-mail to hallo@getir.com. Getir will execute the closure of the user account in a timely manner.
- 10.3. Getir is entitled to close the user account after prior notice without cause giving reasons with a notice period of one (1) month.
- 10.4. In case of misuse of the Getir Services and/or the functionalities and services provided therein by the user, Getir shall also be entitled to close the user account with a shorter reasonable period of notice or, in individual cases, to waive a prior notice period altogether.
- 10.5. The right to terminate for cause remains unaffected.
- 10.6. As of the closure of the user account, the user shall cease to use the Getir Services and the functions and services provided therein. Furthermore, in this case the contract with these terms of use between the user and Getir as well as all contracts concluded between the User and Getir shall be automatically terminated.

11. Right of withdrawal

- 11.1. The provisions on the right of revocation and the consequences of revocation stated in the [general terms and conditions](#) shall apply.

12. Final clauses

- 12.1. If individual clauses of these terms of use are or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.
- 12.2. The law of the Federal Republic of Germany shall apply exclusively to disagreements and disputes arising from this contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.3. The sole place of jurisdiction for use by merchants, legal entities under public law or special funds under public law is Berlin.