

TERMS OF USE

Last updated: September 13, 2025

Welcome to Napella, operated by **Baran Berk Doğan** (“Baran Berk Doğan,” “we,” “us,” or “our”). We provide Napella, a baby sleep companion for parents that offers parents guidance, predictions, and insights about their baby’s sleep patterns and routines. Napella is available through the iOS App Store. These Terms of Use (“Terms”) govern your access to and use of the Napella application, website, and any related services (collectively, the “Products”).

PLEASE READ THESE TERMS CAREFULLY. BY CREATING AN ACCOUNT, USING THE PRODUCTS, OR PAYING FOR A SUBSCRIPTION, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE PRODUCTS.

These Terms constitute a legally binding agreement. You agree that any claims or disputes will be governed exclusively by the laws of the Republic of Turkey, and any liability we may have is strictly limited.

1. ACCOUNT

To access certain features, you must create an account. You agree to provide accurate and complete information and keep it updated. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.

We may suspend, restrict, or terminate your account at any time for any reason, including suspected breaches of these Terms, fraudulent activity, or misuse of the Products.

2. PAID SUBSCRIPTIONS

Napella offers premium access through Apple In-App Purchases (“Paid Offerings”):

- Weekly: USD \$3.99
- Annual: USD \$49.99

All subscriptions automatically renew unless canceled through your Apple ID settings at least 24 hours before renewal. You are solely responsible for subscription management.

Pricing may change at our discretion, applying to future billing cycles only.

Refunds are handled exclusively by Apple under their App Store policies. **Baran Berk Doğan is not responsible for refunds or billing errors.**

3. LICENSE

Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to use Napella for personal, non-commercial purposes.

You may not:

- Reverse-engineer, decompile, or disassemble the Products
- Use the Products in violation of law or for harmful purposes
- Attempt to bypass access controls or security
- Use the Products in an automated or high-volume manner

Unauthorized use may result in immediate termination.

4. INTELLECTUAL PROPERTY

All trademarks, software, and content in the Products are owned by **Baran Berk Doğan** or licensors. You acquire no ownership rights. Unauthorized reproduction or redistribution is prohibited and may result in legal action.

5. NO MEDICAL ADVICE

THE PRODUCTS ARE FOR GENERAL INFORMATION ONLY AND DO NOT CONSTITUTE MEDICAL ADVICE.

YOU AGREE TO USE NAPELLA AT YOUR OWN RISK. **BARAN BERK DOĞAN** IS NOT LIABLE FOR ANY DECISIONS OR ACTIONS YOU TAKE BASED ON THE INFORMATION PROVIDED.

6. PRIVACY

Your data is processed in accordance with applicable Turkish data protection laws and our Privacy Policy. By using the Products, you consent to our data practices and represent that all information you provide is lawful and accurate.

7. ACCEPTABLE USE

You agree not to:

- Damage, disable, or interfere with our systems or other users
- Upload or transmit viruses or harmful code
- Interfere with the security or integrity of the Products
- Violate applicable local or international laws

We may investigate violations and take appropriate legal action.

8. THIRD-PARTY SERVICES

We may integrate services from third parties (e.g., OpenAI). Their terms govern their services. We assume no responsibility for their content, functionality, or data practices.

9. SERVICE MODIFICATIONS

We may alter, suspend, or discontinue any part of the Products at any time. You agree that **Baran Berk Doğan** is not liable for modifications or termination of service.

10. TERMINATION

We may suspend or terminate your access for any reason, including non-payment, breach of Terms, or legal requirements. Upon termination, your right to use the Products will cease immediately.

11. DISCLAIMER OF WARRANTIES

THE PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE PRODUCTS WILL BE ACCURATE, ERROR-FREE, OR UNINTERRUPTED.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, **BARAN BERK DOĞAN** SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY.

IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS BEFORE THE CLAIM.

13. INDEMNIFICATION

You agree to indemnify and hold harmless **Baran Berk Doğan** from any claims, losses, or expenses (including legal fees) arising out of your use or misuse of the Products or violation of these Terms.

14. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the Republic of Turkey.

Disputes shall first be attempted to be resolved amicably. If unresolved, disputes shall be subject to the exclusive jurisdiction of the **courts and enforcement offices of Istanbul (Çağlayan)**, unless otherwise required by mandatory Turkish law.

15. CHANGES TO TERMS

We may revise these Terms at any time. If changes are material, we will provide at least 7 days' notice through the Products or by email. Continued use after notice constitutes acceptance.

16. SEVERABILITY AND WAIVER

If any provision is unenforceable, the remaining provisions remain valid. Failure to enforce a right does not waive future enforcement.

17. CONTACT INFORMATION

Baran Berk Doğan

Email: berkdoganbbd@gmail.com

Location: Istanbul, Turkey