# AN-I HÜ TERMS OF USE

Last Updated: April 10, 2025

### WELCOME!

Before using the An-I Hü application ("Application"), please read the following terms of use ("Terms") carefully. This Application is developed and provided by [Umut Hakan DEMİR] ("We", "Us", "Our"). By downloading, installing, or using the Application, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the Application or remove it from your device.

### 1. GENERAL PROVISIONS AND CONDITIONS

## 1.1 Scope:

These Terms apply to all users of the An-ı Hü Application and govern your rights, obligations, and limitations regarding the use of the Application.

## 1.2 Modifications:

We reserve the right to modify, update, or revise these Terms at any time without prior notice. Updated Terms will take effect upon their publication in the Application or otherwise. Your continued use of the Application constitutes acceptance of the updated Terms.

# 1.3 No Age Restriction for Use:

An-ı Hü is an application designed to provide prayer time reminders and religious information, and as such, it can be used by individuals of all ages without any age restrictions. However, advertisements displayed in the Application are provided through the Google AdMob platform and are determined by third-party ad providers. We have no control over the content, type, or appropriateness of these advertisements. We are not legally or financially liable for any emotional distress, discomfort, or inappropriate situations that may arise from advertisement content. Users acknowledge that ad content may not align with their values or expectations and assume all risks associated with exposure to such content. This provision is supported by Sections 3.2 (Ad Content) and 4.1 (Legal Liability) of these Terms.

#### 2. PURPOSE AND LIMITATIONS OF THE APPLICATION

### 2.1 Purpose:

An-I Hü is a mobile application designed to provide users with features such as prayer time reminders, qibla direction determination, and religious information. However, the Application is solely a supportive tool and not a definitive guide for fulfilling religious obligations.

# 2.2 Accuracy of Prayer Times:

Prayer times are calculated based on your geographic location and chosen calculation methods, providing approximate values. These times may not align perfectly with local authorities or official sources. We do not guarantee the accuracy, completeness, or timeliness of prayer times. Users are responsible for verifying prayer times with official sources or local mosques.

### 2.3 Qibla Finder:

The qibla direction is determined based on your device's magnetic sensors, GPS data, and environmental conditions (e.g., magnetic interference, metal objects, building structures). Therefore, the accuracy of the qibla direction depends on your device's sensor quality and usage environment. We do not guarantee the precise accuracy of the qibla finder and recommend cross-checking with your own observations.

#### 2.4 Technical Limitations:

The Application's functionality depends on your device's internet connection, battery status, operating system version, and other technical specifications. We are not responsible for disruptions or errors caused by these factors.

## 3. ADVERTISEMENTS AND GOOGLE ADMOB

## 3.1 Presence of Ads:

An-ı Hü is offered as a free application, funded by advertisements provided through the Google AdMob platform. Ads displayed in the Application are served by third-party ad providers.

## 3.2 Ad Content:

The content, type, frequency, and appropriateness of advertisements are entirely controlled by Google AdMob. We have no direct control over ad content and do not guarantee that such content will align with users' expectations or values. We are not responsible for encountering inappropriate, misleading, or offensive ads.

## 3.3 Third-Party Websites:

Ads may redirect users to third-party websites or applications. We have no control over the content, security, or legality of these sites. We are not responsible for transactions (e.g., purchases, subscriptions, downloads) or damages caused by third-party sites.

#### 3.4 Ad Blockers:

Using ad-blocking software in the Application may impair its functionality and cause certain features to malfunction. We are not responsible for such issues.

## 4. DISCLAIMER OF LIABILITY

## 4.1 Legal Liability:

An-ı Hü is provided "as is" and "as available." We make no warranties regarding the Application's uninterrupted operation, error-free performance, or fitness for a particular purpose. Use of the Application is entirely at your own risk.

## 4.2 Religious Obligations:

The Application is not a definitive guide for fulfilling religious duties. We are not liable—legally, morally, or financially—for any errors, omissions, or inaccuracies related to prayer times, gibla direction, or other features.

## 4.3 Device Damage:

We are not responsible for any damage to your device (e.g., battery drain, data usage, hardware failure) caused by the Application. You should ensure your device is compatible with the Application before use.

## 4.4 Third-Party Services:

The Application may rely on third-party services such as map data, location services, or internet connectivity. We are not responsible for interruptions, malfunctions, or unavailability of these services.

#### 5. USER OBLIGATIONS

### 5.1 Lawful Use:

You agree to use the Application only for lawful purposes and in accordance with these Terms. Misuse of the Application (e.g., reverse engineering, extracting source code, distribution) is prohibited.

### 5.2 Your Risk:

All risks associated with using the Application are yours. We are not responsible for decisions or actions taken based on the information provided by the Application.

### 5.3 Updates:

The Application may require periodic updates to function properly. Failure to install updates may result in certain features not working, for which We are not responsible.

### 6. INTELLECTUAL PROPERTY RIGHTS

# 6.1 Ownership:

All content in the Application (code, design, graphics, texts) and trademarks belong to Us or our licensors. You may download and use the Application for personal use only; commercial use, copying, or distribution is prohibited.

#### 6.2 License:

We grant you a limited, revocable, non-transferable license to use the Application solely in accordance with these Terms.

### 7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

## 7.1 Warranty Disclaimer:

We do not provide any express or implied warranties regarding the Application's fitness for a particular purpose, accuracy, reliability, or uninterrupted operation. The Application is not considered a commitment or contract.

## 7.2 Limitation of Liability:

To the fullest extent permitted by applicable law, We are not liable for any direct, incidental, special, consequential, or punitive damages (including loss of profits, data, or property damage) arising from the use of the Application. This limitation applies even in cases of Our negligence.

#### 8. INDEMNIFICATION

As a user, you agree to indemnify and defend Us from any claims, lawsuits, damages, losses, or expenses (including attorney fees) arising from your use of the Application.

# 9. TERMINATION

# 9.1 Our Right:

We reserve the right to terminate your access to the Application or discontinue the Application entirely at any time, without prior notice, for any reason.

# 9.2 Termination by User:

If you wish to stop using the Application, you may uninstall it from your device. This does not relieve you of obligations arising from your acceptance of these Terms.

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of [Türkiye]. Any disputes related to the Application will be resolved in the courts of [Türkiye]. The parties agree to attempt non-judicial dispute resolution methods (e.g., mediation, arbitration).

## 11. CONTACT

For questions or complaints, you may contact us at [destekanihu@gmail.com]. However, We are not obligated to respond.

### 12. MISCELLANEOUS PROVISIONS

## 12.1 Severability:

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force.

## **12.2** Waiver:

Our failure to exercise any right does not constitute a waiver of that right.

# 12.3 Language:

The original language of these Terms is English. Translations are for informational purposes only, and in case of discrepancies, the original language prevails.

## NOTE:

By using An-I Hü, you declare that you have read, understood, and agree to all the above Terms. These Terms clearly state that the services provided by the Application are a convenience, not a commitment. We are not responsible under any circumstances for the consequences arising from the use of the Application.