

SIMMORTALS TERMS OF SERVICE

By creating a Simmortals account (hereinafter referred to as "Simmortals" or "Platform") or by accessing or using our services (as described below), you agree to enter into a legally binding contract with Simmortals (even if you are using third-party credentials or using our Services on behalf of a company).

The Simmortals Terms of Service (hereinafter referred to as **the "Terms of Service"**) govern the rights and obligations between the Simmortals platform and visitors, registered users, and memory page administrators (collectively referred to as **"Users"**) who visit or use the platform. By continuing to use the Simmortals platform, you acknowledge that you have read, understood, and accepted these terms.

In these Terms of Service, Simmortals and all user roles shall be collectively referred to as the **"Parties."** By using the Platform and becoming a member, the Parties agree to comply with the rights and obligations set forth in this agreement.

1. Definitions and Parties

1.1. Simmortals (Platform): An internet platform that enables the creation and sharing of digital memorial pages in memory of deceased individuals. The Platform is operated by **Simmortals Technology International B.V.** VAT number: 868347711B01 BTW-identificatie number: NL868347711B01 ("Buitenplein 64 1181 Ze Amstelveen/ Netherlands").

1.2. Services: Simmortals offers its users the opportunity to create, edit, and manage special digital pages in memory of deceased individuals. On these pages, users can share photos, text, memories, videos, and comments, keeping the memories of their loved ones alive. The platform offers different features and benefits with free and paid (Premium) membership options. Users can also leave virtual items such as flowers, bouquets, and candles on memorial pages, allowing them to express their feelings digitally. Furthermore, physical products offered by Simmortals, such as QR code-enabled gravestones ("Simmntag") and similar items, integrate with memorial pages, bridging the digital and physical worlds. Users can set their memorial pages to be public (open to everyone) or private (closed), managing them according to their privacy preferences. The platform also provides a community environment where people in the grieving process can empathize, share their memories, and interact with each other respectfully.

1.3. Visitor: A person who visits public memory pages without registering on the platform.

1.4. Registered User: A user who has created an account and logged in to the platform. Registered users can view memory pages, comment, and purchase virtual products.

1.5. Memorial Page Administrator: A registered user who creates and manages a memorial page on the platform on behalf of a deceased loved one. The page administrator has the authority to upload and edit content on the memorial page, manage incoming comments, and set the page's privacy settings.

1.6. Memorial Page: A digital page where photos, text, comments, and other memories of the deceased are shared. Each memorial page is created in memory of the deceased person to whom it is linked.

1.7. Virtual Products: Digital objects (e.g., flowers, bouquets, candles, etc.) that can be purchased on the platform to support memorial pages or enrich memories. These products only have symbolic value within the platform; no actual product delivery is involved.

1.8. Physical Products: Tangible products sold by the platform, such as a special gravestone or plaque. These products are mounted on the grave of the deceased to direct visitors to the relevant memory page or direct them to the digital memory page when Simmntag is scanned.

2. Account Creation and User Roles

2.1. Individuals wishing to create a user account by registering on the platform must be at least 18 years old. Minors may only use the platform with the permission of their parents or guardians. Everyone who registers on the platform accepts and undertakes that they are at least 18 years old.

2.2. Each natural and legal person may create only one account in their own name; it is prohibited to create an account on behalf of another person or to open an account with false/misleading information. The user declares that the information requested during registration, such as name, surname, and email address, is accurate, up-to-date, and belongs to the user. If there is a change in account information, the user is obliged to update this information without delay.

2.3. Registered users can use the platform's basic functions (creating a memory page, viewing existing pages, commenting, purchasing virtual products, etc.). Users who are memory page administrators have the right to add and delete content, edit page settings, and manage the page they have created. Visitors can browse the platform without becoming members, but they can only view memory pages that are set to public; they do not have access to interactive features such as commenting on private (closed) and public memory pages.

2.4. Users are responsible for keeping their account login information (username and password) confidential. Users are liable for any damages resulting from sharing this information with third parties or negligence. Simmortals accepts no responsibility for unauthorized access or security breaches. Users acknowledge that they are responsible for all activities that occur through their account.

2.5. User accounts are personal. No user may transfer, lend, or use another person's account. If such a transfer or unauthorized use is detected, Simmortals reserves the right to suspend or terminate the relevant account. The provisions of Article 3.4 regarding the appointment of an assistant administrator remain reserved.

2.6. The user agrees that the contact information provided when creating an account (e.g., email address) may be used by Simmortals for informational purposes. Important notifications, updates, or changes related to the platform may be communicated to the user through their registered communication channels. The user cannot hold Simmortals responsible for any lack of notification due to outdated contact information.

3. Creating, Managing, and Closing a Memorial Page

3.1. When creating a page, the user is expected to accurately declare their degree of closeness or relationship with the deceased person for whom the memorial page is being created. The user agrees to create a memorial page only for individuals for whom they have creation rights (due to closeness or permission). Memorial pages belonging to others may be removed by platform management upon request from the relevant person's family or close relatives and if deemed appropriate.

3.2. The memorial page administrator may upload photos, biographical texts, memories, and other content belonging to the deceased person to the page they have created. Administrators have the authority to approve, respond to, or delete comments posted on the page by other users. The memorial page administrator is responsible for the accuracy and appropriateness of the page's content. It is at the administrator's discretion to review content or posts from other individuals before publishing them.

3.3. The memorial page administrator can freeze or delete the memorial page they created at any time. **Freezing the page** means ending its visibility on the platform (the user can republish the memorial page later if they wish). **Deleting the page** permanently removes the memorial page from the platform along with all its content. When the user deletes the page, they accept that all data associated with that page, such as photos, text, and comments, will be permanently

deleted. However, Simmortals informs the user that this data may be stored in its backup systems for a certain period of time and that certain content may be retained due to legal requirements.

3.4. A memorial page is initially managed by the user who created it. The page administrator may, if they wish, appoint another registered user as an assistant administrator or transfer administrative rights within the scope of the platform's features. If the memory page administrator leaves the platform, deletes their account, or passes away, Simmortals has the discretion to decide the future of the page. The platform may implement solutions such as closing the page or appointing another relative as administrator.

4. Memorial Page Privacy Settings

4.1. Public (Open) Pages: When a memorial page is set to "public," it becomes viewable by all visitors and users on the platform. Public pages can be indexed by search engines and appear in platform-internal searches. Visitors (non-members) can view the basic content of public pages but cannot comment. Registered users can comment and contribute to the page by sending virtual products. The memory page administrator accepts that if the page is public, the content will reach a wide audience and is responsible for ensuring that this content complies with platform policies.

4.2. Closed (Private) Pages: When a memory page is set to "closed," the page's content can only be viewed by users who have the link to the relevant page. Users who wish to access these pages must receive an invitation or request permission from the page administrator. Content on closed pages must comply with the Platform's Community Standards and content policies. Simmortals accepts no responsibility for links to pages set to closed (private) being made public or listed in search engines.

4.3. Privacy Setting Changes: The Premium Memory page administrator can change the privacy setting (open/closed) of their page at any time. When an open page is made closed, it becomes inaccessible except to general users who previously had access. When a closed page is made public, the page becomes visible to everyone and previous restrictions are lifted. Users should be mindful of how privacy changes will affect content access (e.g., when making a closed page public, they should consider that content previously shown only to a limited audience will now be accessible to the entire internet).

4.4. Platform Access and Moderation: Regardless of privacy settings, Simmortals platform management may access content on both public and private memory pages for review purposes in cases of complaints or rule violations. Even if shared on a closed page, if content is found to violate platform rules or is illegal, Simmortals may take necessary action (such as removing content, warning users, or suspending accounts).

5. Membership Types and Pricing

5.1. Signing up for Simmortals and using its basic features is free. Free members can create memory pages, view public pages, comment, and upload a limited number of photos. The storage space and features offered in free membership are determined by the platform. Users can experience the platform's general operation and basic services, such as creating memory pages, while they are free members. Simmortals reserves the right to change the number of memory pages that can be created and the number of photos and videos that can be uploaded in free membership.

5.2. Paid (Premium) Membership: The platform may offer users optional paid membership packages. Paid membership ("Premium membership") provides additional benefits and features compared to free membership. For example:

- Higher photo/video upload capacity or unlimited storage,
- Adding Simmtags,
- Timeline view,

- Customizable link,
- Privacy setting changes,
- Special themes or design templates for memory pages,
- Access to custom virtual products,
- Creating multiple memory pages.

5.3. The pricing plan for premium membership (monthly, annual subscription fees, etc.) is announced on the platform. When the user wishes to upgrade to premium membership, they are deemed to have accepted the specified subscription fees and complete the payment process using the specified methods (credit card, digital payment systems, etc.). After successful payment, premium benefits are activated on the user's account. The user accepts that premium membership subscriptions may be automatically renewed at the end of the term unless otherwise specified, and that the user's payment method may be reused to collect the relevant fee in this case. If the user does not want their membership to be renewed, they must cancel their premium membership before the subscription period ends.

5.4. The user may terminate (cancel) their paid membership at any time. Upon cancellation, the user's premium membership benefits may continue until the end of the period or may be terminated immediately according to platform policies. Membership fees for unused time will not be refunded if the user terminates their membership voluntarily or if their account is closed by Simmortals due to a violation of the Terms of Service. For membership fees related to digital services, the right of withdrawal may be limited after the service has begun. However, if a mandatory refund right exists under applicable consumer legislation, the user may exercise that right in accordance with the legislation.

5.5. Users may switch from a free membership to a paid membership, or they may revert to free status by not renewing their paid membership. After a premium membership ends or is downgraded, any additional benefits granted to the user will be removed. Simmortals will take all possible measures to ensure that these transitions do not negatively impact the user experience.

5.6. Simmortals may occasionally offer discounts, trial periods, or promotions on membership fees. The terms and conditions of such campaigns and promotions will be announced. The platform reserves the right to make changes to paid membership packages and the pricing structure. In the event of any price changes, rights accrued during the current subscription period will be preserved; changes applicable to the new period will be communicated to the user in advance.

6. Virtual Products (Digital Gifts) and Terms of Service

6.1. Virtual products on the Simmortals platform are digital objects that users can purchase to symbolically support memory pages or enrich the memories on those pages. Examples include leaving a digital flower on a memory page, lighting a candle, or sending a heart or wreath. These virtual products are represented only as visuals/icons on the platform; there is no delivery or equivalent in the physical world.

6.2. Virtual products can be purchased via the virtual store on the platform or the relevant memorial page using a credit/debit card or other payment methods. After purchase: The purchased virtual product is displayed on the relevant memorial page according to the user's selection (e.g., if a flower is sent, it is displayed in the "flowers" section of that page). Some virtual products may have a limited usage period or quantity. If such a restriction exists, it will be specified in the product description. Virtual products are only gestures in a digital environment; they have no material value or resale value.

6.3. Virtual products purchased through the platform cannot be returned. Once purchased and used on the relevant page, it is not possible to refund the fee or reuse the product on another page. For accidental purchases or issues arising from technical glitches, the user can contact Simmortals customer service within **48 hours** to request support. The platform may, at

its sole discretion and in exceptional circumstances, provide credit for unused virtual products or offer partial compensation to the user's account; however, this practice does not constitute a general right.

6.4. Virtual product deliveries are intended to encourage good-faith interaction between users. This feature cannot be abused in any way. For example, it is prohibited to add spam content, advertisements, or offensive messages to the description fields (if any) of virtual flowers sent to a memory page. Users must comply with the platform's Community Standards when sending virtual products. Otherwise, Simmortals reserves the right to remove the relevant virtual gift from the page and impose sanctions on the user who violated the rule.

6.5. The platform will do its best to ensure that virtual products are displayed correctly and on time. However, due to internet connection issues, server errors, or unexpected technical malfunctions, there may be disruptions in the display of virtual products. In such cases, the user may report the situation to Simmortals; Simmortals will endeavor to resolve the issue. For virtual products that cannot be displayed on time due to technical glitches, the platform may take remedial measures if deemed appropriate (e.g., reactivating the product or providing a similar product).

6.6. The prices of virtual products are indicated on the platform along with the product description. All prices include applicable taxes unless otherwise stated. Simmortals reserves the right to change the prices of virtual products; however, the user will be charged at the price valid at the time of purchase.

7. Physical Products (QR Code Grave Markers) and Terms of Sale

7.1. The Simmortals platform offers physical products containing Simmtags to connect digital memorial pages with the physical world.

7.2. Simmtag products are usually custom-made. When placing an order, the user provides the necessary information and visuals, such as the name of the deceased, their date of birth and death, and a photo. They specify the memory page to which the QR code will direct (this is the relevant memory page that the user has previously created on the platform). They select their preferences from customization options such as product size, material, and font style (if the platform offers such options). The user declares the accuracy of the information they provide and their right to use it. They acknowledge that any added elements, such as photos or symbols, do not infringe on copyright or personality rights, and that they are solely responsible if they do.

7.3. When a physical product order is placed, a **Distance Selling Agreement** is deemed to have been concluded between the user and Simmortals (and/or the relevant supplier company). For the order to be valid, the price specified on the platform must be paid using approved payment methods. The production process begins after payment confirmation is received. The prices of physical products are specified on the product details page and may include VAT. By confirming the order, the user acknowledges that they have seen and accept the total price and any additional service fees (installation, shipping, etc.).

7.4. Simmortals manufactures or commissions the manufacture of the ordered physical product according to the specified characteristics. Production and delivery times are estimated and communicated to the user during the ordering process. When the product is manufactured:

7.4.1. Shipping Delivery: The product can be shipped to the address specified by the user. In this case, the user is responsible for providing accurate shipping information and being present at the time of delivery.

7.5. Since Simmtag products are largely personalized (due to the information on them being QR codes), the consumer's right of withdrawal may be subject to exceptions. Once the user has placed their order and production has begun, they may not be able to exercise their right

of withdrawal because the product has become personalized. However, local consumer legislation provisions remain reserved. Nevertheless;

7.5.1. If the product contains a manufacturing defect (such as a typographical error, material crack, or QR code malfunction) when it reaches the user, the user must notify Simmortals within 7 days of delivery. In such a case, Simmortals will offer solutions such as free repair, replacement, or refund of the product.

7.5.2. If the user provides incorrect information (e.g., incorrect date entry), this error can be corrected if detected before production; however, issues arising from user error after production is complete are not covered by the return policy.

7.6. Physical products provided by Simmortals are covered by the relevant legal warranty. After product delivery, the user may contact Simmortals within the applicable warranty period for any issues arising from materials or workmanship. Simmortals may, at its discretion, inspect the product and proceed with repair or replacement. However, natural wear and tear that may occur to the product in the cemetery environment (fading due to extreme weather conditions, sun, rain, etc.) or external factors such as vandalism are not covered by the warranty. The user must follow the maintenance instructions recommended by Simmortals to ensure the longevity of the product.

7.7. After the physical product is installed in the cemetery, the primary responsibility for protecting and preserving the product lies with the family/user to whom the product belongs. Simmortals cannot be held responsible for the product being damaged or stolen by third parties after installation, or for the QR code becoming unreadable for reasons unrelated to the technological infrastructure (e.g., as a result of vandalism). For the QR code to function, the relevant memorial page on the Simmortals platform must be active; if the user deletes the memorial page or the platform service ends, the QR code may lose its redirection function. Simmortals assumes no responsibility for the physical product in such a case.

8. Content Sharing and User Responsibilities

8.1. All content uploaded or shared by users on the platform (text, photos, videos, comments, profile information, memory posts, etc.) is referred to as user content. This content is not created by Simmortals; it is entirely generated by user contributions. Simmortals is only a provider of the technical infrastructure for hosting this content and making it available to other users (it is a "hosting provider" in accordance with **Law No. 5651 on the Regulation of Publications Made on the Internet and the Fight Against Crimes Committed Through These Publications**, and therefore has no obligation to monitor the content; but is obligated to remove content if notified of illegal content).

8.2. Each user is personally responsible for all content they upload or share on the platform. As a **content provider**, the user undertakes that the content they provide is lawful, does not infringe the rights of third parties, and is based on accurate information. All legal and criminal liability for any information or data uploaded to the platform rests with the user. Simmortals is not obligated to check the accuracy or legality of content transmitted or published by users in advance and cannot be held liable for any damages arising from its inaccuracy or illegality.

8.3. The user declares that they either own **the copyright** to all content uploaded to the platform, such as text, photos, videos, graphics, etc., or that they have obtained the necessary permissions. It is prohibited to share the works of third parties (e.g., photos taken by a professional photographer, text belonging to an author, a song, etc.) or the personal data of others on memorial pages without permission. In the event that content constituting copyright infringement is uploaded, all legal responsibility lies with the user, and Simmortals reserves the right to remove such content and suspend the relevant user account. If a user encounters content on a memory page that infringes on their rights (e.g., a photo belonging to them has been uploaded without permission), they may report the situation to Simmortals. Simmortals will evaluate the complaint and take the necessary oversight and action.

8.4. By uploading content to the platform, the user grants Simmortals permission to use said content for the purposes of providing and developing the service. This license grants Simmortals the right to store, reproduce, display, distribute, and use the content for promotional purposes (e.g., showing the general appearance of the memory page in platform promotions). However, this license does not transfer ownership of the content to Simmortals; the user retains the copyright to the content. Simmortals always complies with the user's privacy settings and relevant legislation when using user content.

8.5. Users should take care to provide accurate and up-to-date information, especially in text content such as biographies or obituaries. Sharing false or misleading information may mislead other users and the deceased person's relatives and may undermine trust. Simmortals reserves the right to intervene in content that contains obvious false information or is seriously misleading to the public in order to protect trust among users (for example, in cases where a false memorial page is created about a celebrity, measures such as suspending the page may be taken).

8.6. When sharing memories about the deceased on memorial pages, care should be taken not to disclose personal data belonging to living third parties (e.g., names, contact information, photos of living relatives) without permission. The privacy of third parties should be respected when recounting a memory. Otherwise, the content in question may be removed upon complaint, and the user who shared the content may be held responsible.

8.7. Content uploaded to the platform by users is hosted by Simmortals as long as the user does not delete it or close the page. Even if the user deletes their content or closes their account, Simmortals may retain a copy of the content for a limited period in its backup systems or as required by legal obligations. Simmortals does not guarantee that content will be kept on the platform indefinitely; due to technical reasons or capacity issues, content that has not been viewed for a long time or takes up a lot of space may be archived. In such cases, it is recommended that the user download or back up their content.

9. Community Standards and Prohibited Behaviors

9.1. Simmortals has established the following Community Standards that all users must adhere to in order to provide a respectful and safe environment. The following behaviors and content types are strictly prohibited when using the platform:

9.1.1. It is prohibited to share content that contains hate, is derogatory, or incites violence based on any characteristic such as race, ethnicity, religion, language, gender, sexual orientation, political views, or disability. Users may not make comments that contain hate messages, insults, threats, or harassment directed at any individual or community.

9.1.2. Behavior that is disturbing, demeaning, or persistently harassing toward other users or the deceased's loved ones is prohibited. Memorial pages are sensitive environments for families and loved ones who are grieving; disrespectful or exploitative behavior toward their grief will not be tolerated.

9.1.3. Posting explicit images of violence, graphic photos, graphic content, or posts that encourage violence is prohibited. The platform does not allow images of violence that could be disrespectful to the memory of the deceased. Content that encourages suicide, self-harm, or harm to others is also strictly prohibited.

9.1.4. Pornography, sexual abuse content, or obscene posts that violate general morality are not permitted on the platform. Expressions of love and longing are natural on memorial pages; however, sexually explicit statements or images that violate the general moral understanding of society will be deleted.

9.1.5. Memorial pages or comment sections cannot be used to advertise any product, service, or website, distribute links for spam purposes, or send repetitive meaningless messages. Users must not misuse the platform for any other purpose (e.g., commercial promotion, political propaganda). Such content and links will be removed, and repeated violations may result in the user account being suspended.

9.1.6. No user may impersonate another person or organization or present themselves as a platform administrator. False statements (e.g., pretending to be related to the deceased when not actually related) cannot be made when creating an account or managing a memorial page. Furthermore, users may not engage in actions intended to deceive other users by spreading false information on the platform.

9.1.7. Any illegal activity, encouragement, or praise is prohibited on the platform. For example, content that encourages drug use, images or descriptions of child abuse, gambling, or terrorist organization propaganda, which constitute crimes under relevant legislation, cannot be shared under any circumstances. Simmortals reserves the right to immediately remove such content, block the user account, and report it to the authorities.

9.1.8. Sharing content that is defamatory, slanderous, or insulting towards living individuals or the memory of deceased individuals is prohibited. Comments that exceed the limits of criticism and violate the personal rights of the targeted individual will be removed. Users who spread false information that is defamatory about deceased individuals may also face sanctions.

9.1.9. No code, virus, Trojan horse, or malicious software that could harm the platform or threaten other users' devices or personal data may be uploaded. Users agree not to test the platform's security vulnerabilities or attempt unauthorized access to systems. Actions that disrupt the platform's operation or overload servers (e.g., DDOS attacks, automated bot usage) are strictly prohibited.

9.1.10. Any use of the platform outside of its intended purpose (e.g., using a memorial page as a forum for political or controversial topics), reverse engineering the platform interface, or mass-downloading any content from the platform for publication elsewhere without Simmortals' written permission is prohibited.

9.2. If any of the above prohibited content or behavior is detected, Simmortals may apply gradual or direct sanctions depending on the severity of the situation:

9.2.1. Immediate removal or modification of the infringing content,

9.2.2. Issuing a warning to the user who committed the violation,

9.2.3. Temporary restriction of the user's ability to use certain features (e.g., comment ban),

9.2.4. Temporary or permanent suspension of the user account (banning),

9.2.5. Notification to legal authorities when necessary (especially for content constituting serious crimes such as child abuse or terrorist propaganda).

9.3. Users have the option to **report** content that they believe violates the rules or disturbs other users on the platform to Simmortals (e.g., using the "Report" or "Complain" buttons located next to each page). Simmortals will review incoming complaints as soon as possible and take appropriate action.

10. Intellectual Property Rights (Platform Content and Brands)

10.1. All elements belonging to the Simmortals platform, including its design, software, code structure, database, operation, all interface elements, logo, brand, and the name **Simmortals** itself, are the property of Simmortals (or its affiliated company) and are protected by relevant intellectual property legislation. The **Simmortals** name and logo are registered trademarks; users may not use these trademarks without Simmortals' prior written consent. Written content, articles, guides, and other materials provided on the platform by Simmortals or third parties are also protected under intellectual property laws. Users agree not to reproduce, copy, distribute, or modify these parts of the platform without permission.

10.2. Users retain the copyrights to their own memory pages and uploaded content. Simmortals does not claim ownership of user content beyond the scope specified in Article **8.4** of these Terms of Service. However, by publishing content on the platform, users grant Simmortals permission to use the content as necessary for the service and for promoting the platform (e.g., displaying a photo from a memory page in the "featured memories" section on

Simmortals' homepage). This permission ends when the content is deleted by the user from the platform; however, it may remain in Simmortals' archives or backups for a short period of time.

10.3. Some elements used on the platform that do not belong to Simmortals (e.g., photos uploaded by users, or fonts, icons, etc. used by Simmortals under license) are the property of their respective rights holders. Simmortals uses such materials within the scope of the permissions granted. Users agree not to copy content they see on the platform (photos, text, etc. belonging to other users) without permission and use it elsewhere. Otherwise, the infringing user will be directly liable to third parties, and Simmortals will not accept any responsibility in such cases.

10.4. Simmortals respects intellectual property rights and expects the same sensitivity from others. If a user or rights holder discovers content on the platform that infringes on their copyright, they can notify Simmortals via privacy@simmortals.com. If the notification is a legally valid copyright notice (containing the description of the work in the content, the copyright holder's information at , details of the alleged infringement, and other necessary elements), Simmortals will temporarily remove the content from the platform and notify the user who uploaded the content. If the user believes there has been an error or misunderstanding, they may exercise their right to file a counter-notification. In cases of repeated infringement (such as the same user being subject to multiple copyright notices), Simmortals reserves the right to terminate the relevant user account.

10.5. Users may not use the Simmortals name, logo, or any trademark associated with Simmortals in a misleading manner in their content. For example, a user may not represent themselves as a Simmortals representative or provide services using a domain name that includes the Simmortals name. Individuals preparing blog posts, news articles, etc. related to the platform may use the Simmortals brand only for reference purposes and in a manner that does not harm the brand. If unauthorized use of the brand is detected, Simmortals reserves the right to take legal action.

11. Privacy and Data Protection

11.1. Simmortals attaches great importance to the privacy of users' personal data. Personal data shared by users while using the platform or collected by the platform is processed and protected in accordance with the Privacy Policy at and the Privacy Policy at . By continuing to use the platform, users are deemed to have accepted our Privacy Policy. The Privacy Policy details what data we collect, how we use it, and users' rights in this regard. Users can access and review the Privacy Policy via the platform at any time.

11.2. Simmortals commits to complying with all relevant data protection legislation, primarily the Personal Data Protection Law No. 6698 (PDPL) for users in Turkey. For users residing in the European Union, the necessary measures are taken under the General Data Protection Regulation (GDPR). Accordingly:

11.2.1. Users' personal data is processed in a lawful and fair manner, accurately and up-to-date, for specific legitimate purposes.

11.2.2. Personal data is kept in a manner that is relevant, limited, and proportionate to the purpose for which it is processed and is stored for the periods specified by the relevant legislation.

11.2.3. Users may exercise their rights under Article 11 of the PDPL and the GDPR (access, rectification, erasure, right to be forgotten, objection, etc.) by contacting Simmortals. In this context, we undertake to carry out the requested actions within the legal time limits. Click [here](#) for the PDPL data subject request form.

11.3. By registering on the platform and using the services, users give their explicit consent for their personal data to be processed by Simmortals to the extent necessary. For example, when a user adds content (such as a photo or biography), if they share the personal data of individuals mentioned in that content, it is the user's responsibility to obtain the consent of those individuals. Simmortals may request additional explicit consent from users for certain operations when necessary (especially when processing special categories of personal data).

11.4. Simmortals does not transfer users' personal data to third parties without the user's explicit consent or relevant legal authorization. However, data may be shared at a minimum level with certain service providers that are essential for the platform's operation (such as hosting services, payment infrastructure, email services). In such cases, data is transmitted with anonymization applied to the greatest extent possible or protected under confidentiality agreements. User data is protected and kept confidential except for requests from legal authorities that comply with the law.

11.5. Simmortals takes the necessary technical and administrative measures to ensure the security of user data. For example, SSL encryption is used for the transmission of sensitive data, database access is restricted, and regular security tests are performed. However, since no internet transmission or storage method is 100% secure, Simmortals cannot completely rule out the possibility of data breaches in exceptional circumstances. In such a case, Simmortals undertakes to inform affected users as soon as possible and take the necessary steps (including notification to the relevant authorities under the PDPL and GDPR).

11.6. The platform may use **cookies** to improve the user experience and analyze usage habits. Detailed information about the cookie policy and similar tracking technologies is available at and explained in the Cookie Policy at . Users can restrict the use of cookies by adjusting their browser settings; however, in this case, some features of the platform may not function optimally.

11.7. When a user closes or wishes to delete their account, their personal data and content will be removed from the platform's active environment within a reasonable time upon request. However, log records, backups, and data that must be retained due to legal obligations may be stored by Simmortals for the period specified by law. At the end of this period, the relevant data will be deleted or anonymized.

12. Account Suspension, Termination, and Violation Procedures

12.1. Users have the right to terminate their account at any time. The account deletion process is carried out from the account settings section of the platform or can be performed upon written request to Simmortals. All personal data and content associated with the profile of the user who deletes their account will be removed from the platform as specified in the Privacy section. However, if the user has left comments or contributions on other memory pages, these may be anonymized (e.g., the user's name may appear as "Deleted User") or completely deleted upon request. Account deletion is irreversible; if the user wishes to use the platform again later, they will need to create a new account.

12.2. If the user acts in violation of these Terms of Service or applicable laws, violates Community Standards, or jeopardizes the security of the platform, Simmortals may temporarily suspend or permanently terminate (close) the relevant user account. The following situations are examples of reasons for suspension/termination:

12.2.1. Serious violation: In cases such as hate speech, sharing illegal content, or serious harassment, the account may be permanently closed without prior warning.

12.2.2. Repeated violation: If the user has been warned or temporarily suspended before but continues to violate the rules, the account may be permanently closed.

12.2.3. Fraud: Impersonating another person, compromising account security, or engaging in payment fraud.

12.2.4. Payment issues: Purchasing a premium membership and then disputing the payment (chargeback) or transactions that raise suspicion of fraud.

12.2.5. Inactivity: For security reasons, accounts that have not been accessed for at least 36 months may be frozen. Simmortals has full discretion in this matter. Users who wish to access a frozen account can contact the support team to reactivate it.

12.3. When an account is suspended, the user is notified via their registered email address. The suspension period and reason (if possible, specifically) are included in the user's information

note. For example, "You have been suspended for 7 days for violating Community Standards (comments containing hate speech)." The account will automatically become active again at the end of the suspension period. If the account has been permanently terminated, the user will be notified that it is permanent and informed of their right to appeal.

12.4. Users whose accounts have been suspended or closed may request an explanation of the decision or file an appeal. To do so, they must send an email to Simmortals' support team or fill out the appeal form on the platform. Simmortals reviews incoming appeals and, if there is an error or misunderstanding, reactivates the account. Users may request a review of the suspension or closure decision only once; subsequent requests may not be reviewed further if there are no new circumstances or defenses.

12.5. Sometimes, it may be sufficient to remove only specific content without completely closing an account. Based on both user complaints and its own monitoring, Simmortals may delete content (photos, text, comments, etc.) that it determines to be in violation of the Terms of Service without warning, or temporarily block access to it for editing. Where possible, the user whose content has been deleted will be informed of the reason for deletion. It is also noted that accounts may be suspended in cases of repeated content violations.

12.6. Simmortals may decide to completely discontinue platform services due to unforeseen circumstances, changes in its business model, or legal requirements. In the event of such a global shutdown, all user accounts and content will be closed, and Simmortals will notify users in advance, allowing a reasonable period of time. Users will have the opportunity to back up their content during this period. After the platform closes, user data will be destroyed in accordance with legal requirements.

13. Simmortals' Liability Limitations

13.1. Simmortals strives to provide the best possible platform services; however, it does not guarantee that the platform will operate without interruption or error. The user accepts that Simmortals provides its services "as is". Service interruptions may occur from time to time due to technical maintenance, system updates, or unexpected failures. Although Simmortals will work to restore service as soon as reasonably possible, the user agrees that no rights or claims for compensation may be asserted due to platform downtime or the user's inability to obtain the expected benefit.

13.2. Backup and protection measures are implemented to ensure the security and continuity of user data on the platform. However, 100% data guarantee may not be possible in digital services. Technical problems, cyber-attacks, or force majeure may result in the loss, damage, or deletion of user data. Simmortals cannot be held responsible for data loss that is not due to intent or gross negligence. Users are advised to back up any data they consider important (especially photos, videos, and long texts).

13.3. User content published on the platform is entirely the responsibility of the relevant user. As a hosting provider, Simmortals does not control content provided by users and accepts no direct or indirect liability for any legal violations or damages that may arise from such content. In particular, Simmortals is not responsible for damages that third parties may suffer as a result of a user's illegal actions on the platform (e.g., copyright infringement, defamation, privacy violations, etc.). The user agrees to hold Simmortals harmless in such cases and to compensate Simmortals for any damages it may incur.

13.4. Interactions between users (messaging, commenting, etc.) are entirely at the initiative of the parties involved. Simmortals does not assume legal responsibility for disputes between users. For example, in the event of a dispute between family members on a memorial page, the platform will not take sides as long as the basic rules are not violated. However, the platform reserves the right to intervene in discussions that disrupt the platform's order or harm the experience of other users and to restrict content.

13.5. Simmortals does not provide implied warranties of merchantability or fitness for a particular purpose regarding virtual products on the platform or physical products sold, to the extent permitted by law. For example, no guarantee is given that a QR code gravestone product will not rust after a certain period of time or that QR technology will continue to work on all devices in the future. However, Simmortals reserves and fulfills its legal warranty obligations (e.g., defective goods).

13.6. Simmortals is not liable for any **direct, indirect, incidental, or punitive** damages arising from the use of the platform. For example, Simmortals cannot be held responsible for indirect consequences such as opportunities missed by the user due to the platform being temporarily unavailable, emotional distress, or liabilities to third parties.

13.7. The platform may occasionally contain links to third-party websites or services (e.g., a YouTube video on a memory page, a news article link, etc.). Clicking on these links is at the user's discretion. Simmortals is not responsible for the content of third-party sites or the data these sites may collect. When clicking on links shared by other users on the platform or using integrated third-party services (e.g., payment infrastructure providers), the user accepts that the terms and conditions of the relevant parties apply.

13.8. The platform may occasionally contain links to third-party websites or services (e.g., a YouTube video on a memory page, a news article link, etc.). Clicking on these links is at the user's discretion. Simmortals is not responsible for the content of third-party sites or the data these sites may collect. When clicking on links shared by other users on the platform or using integrated third-party services (e.g., payment infrastructure providers), the user accepts that the terms and conditions of the relevant parties apply.

14. Creating Memorial Pages for Living Individuals

14.1. Memorial pages **can only be created for deceased individuals**; creating a memorial page for living individuals is strictly prohibited. If such a page is detected, Simmortals reserves the right to immediately close the page without prior warning. The account of the user who commits the violation may be temporarily or permanently suspended, and any and all legal and criminal liability arising therefrom shall be borne entirely by the user concerned. Living persons may request the removal of memorial pages opened without their permission in their name.

15. Contract Changes and Enforcement

15.1. Simmortals reserves the right to unilaterally update, modify, or add new provisions to these Terms of Service. When a significant change is made to the terms, users will be notified via the platform or by sending a notification to their registered email addresses. The updated terms shall enter into force on the date of their announcement. Users are advised to periodically review the terms to stay informed of any changes.

15.2. Continued use of the platform after the announcement of changes to the Terms of Service constitutes acceptance of those changes by the user. If a user does not accept the changes, they have the right to close their account and discontinue use of the platform. In this case, any remaining usage for paid memberships will be evaluated in accordance with Section **5.4, Cancellation of Membership and Refunds**.

15.3. These Terms of Service constitute the entire agreement between the user and Simmortals and supersede all prior written or oral representations regarding the use of the platform. If any provision of these Terms is invalid or unenforceable, this shall not affect the validity of the remaining provisions; the invalid provision shall be deemed replaced by a legal provision that most closely reflects its intent.

15.4. Simmortals' failure or delay in exercising its rights in relation to user breaches of contract shall not constitute a waiver of those rights. For example, failure to immediately intervene in a rule violation cannot be interpreted as Simmortals waiving that rule.

15.5. These Terms of Service are effective as of the date of publication and apply to all users from the moment of publication. By continuing to use the platform, the user is deemed to have accepted these terms.

16. Resolution of Disputes and Jurisdiction

16.1. These Terms of Service and all matters arising from or related to these Terms of Service shall be governed by and construed in accordance with the laws of the Kingdom of the Netherlands, unless mandatory provisions of the mandatory local legislation of the country of residence provide otherwise. International private law rules and conflict of laws rules shall not apply.

16.2. The parties agree that in the event of any dispute arising from these Terms of Service or any non-contractual obligations related thereto, they will first seek a solution in good faith and amicably. In this context, Users are advised to contact Simmortals regarding any matters of dispute. Simmortals will make every reasonable effort to resolve any disputes amicably, prioritizing user satisfaction.

16.3. If amicable solutions prove unsuccessful, all disputes arising from these Terms of Service or from non-contractual obligations related thereto shall be subject to the exclusive jurisdiction of the Dutch courts, without prejudice to the provisions of applicable law.

16.4. Simmortals may, if it deems necessary, request preventive measures from the courts against users' actions that constitute a breach of contract, such as injunctions or content blocking. Similarly, users also have the right to apply to the courts if they have an urgent interest that requires legal protection. These conditions do not aim to restrict the parties' right to a fair trial, but only regulate the choice of jurisdiction and law.

16.5. Official notifications to users will be sent to the email address or postal address provided by the user during registration. Simmortals is not responsible for any notification failures resulting from the user not providing a current contact address. Written notifications to Simmortals must be sent to the company address or electronic transmission address specified at the beginning of this agreement.

All users of the Simmortals Platform declare that they have read and accepted all of the above terms and conditions. If you do not accept these terms, please stop using the platform immediately. Those who continue to use the platform will be obliged to comply with these Terms of Service and other relevant policies and rules.

We thank you for choosing Simmortals to accompany you on your journey to preserve the memories of your loved ones. You can always contact us with any questions regarding the Terms of Service.

This text was updated on 20.12.2025.