

TERMS OF USE

blendtheproduct.com Website and Service

Last updated: **04/11/2025**

These Terms of Use ("Terms") govern the use of the website **[blendtheproduct.com]** and the related APIs/services (the "Service") operated by **ARSHIRA TEKNOLOJİ A.Ş.** ("Company", "we", "us").

By using the Service, you are deemed to have read, understood and agreed to be bound by these Terms and the **Privacy Policy**. If you do not accept these Terms, please do not use the Service.

1. Parties and Contact Information

Service Provider (Company):

ARSHIRA TEKNOLOJİ A.Ş.

Address: Kızılay, Necatibey Cd. 20/9, 06430 Çankaya / Ankara / Türkiye

E-mail: **info@dibs.com.tr**

These Terms constitute an agreement between the Company and the natural persons who visit or use the Service ("user", "you").

2. Description of the Service

Through the web interface, the Service allows the user to upload:

- a **template image**, and
- a **product image**,

and generates a poster-style output image ("poster" or "output") by combining these two images using artificial intelligence.

The main purpose of the Service is to produce product-focused visuals for **product promotion** and other legitimate uses. The Service is **not** designed for face swapping, identity impersonation, deepfake creation or similar purposes.

3. Conditions of Use of the Service

- You agree to use the Service only for **lawful purposes** and in accordance with these Terms.
 - Your access to the Service may, at the sole discretion of the Company and without prior notice, be partially or completely restricted, suspended or terminated.
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4. User Obligations and Prohibited Use

When using the Service:

- You are **solely responsible** for all images and content you upload.

You must **not** upload, share or request the processing of the following types of content:

- Pornographic content, nudity-focused images
- Child exploitation or any inappropriate content involving children
- Content involving excessive violence, hate speech or discrimination
- Terrorist propaganda, incitement to commit a crime or clearly unlawful content
- Portrait photos, facial images or personal data (including special categories of personal data) belonging to third parties without having a proper legal basis or permission
- Images or templates that infringe copyrights, trademark rights, design rights or other intellectual property rights
- Any visual or text that is contrary to public morals, public order or applicable laws

You may not use the Service for:

- Attacks, spam, automated bot use,
- Abusive use of system resources, or
- Security testing (such as penetration testing) purposes.

If you violate these prohibitions, we reserve the right to:

- Immediately terminate your access,

- Delete the relevant images and content,
- Retain system logs and transaction records for a reasonable period,
- Notify the competent administrative and judicial authorities where we deem necessary.

In such cases, all administrative, legal and criminal liability arising from your actions rests with you.

5. User Content and Licence

You retain the copyrights you own in the images you upload to the Service. However, by uploading these images, you grant the Company a limited licence to use them **solely** for the following purposes:

- generating posters,
- showing you a preview (with watermark),
- allowing you to download the original, non-watermarked poster if you make a payment.

This licence is **worldwide**, non-exclusive, non-transferable, non-sublicensable and limited in scope.

This licence effectively ends once the relevant images and posters are deleted from our systems or rendered anonymous.

By uploading content, you represent and warrant that:

- It does not infringe the copyrights, trademarks or other rights of third parties,
 - You have obtained all necessary permissions,
 - It is not contrary to applicable legislation.
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6. Paid Services and Payments

Part of the Service may provide a free **watermarked preview**. Downloading the **non-watermarked, full-resolution poster** may be subject to a fee. Prices will be clearly displayed before payment.

Due to the nature of digital content and instant download, except where mandatory under applicable consumer legislation, there may be **no refund or right of withdrawal** for digital outputs that have been downloaded or where the download process has already started. In this respect, the explanations in the Distance Sales / Pre-Information Notice shall prevail.

At the payment step, we collect basic billing information from you, such as your **first and last name, e-mail address and billing address**. This information is used for:

- receiving your payment,
- issuing invoices, and
- fulfilling our accounting and tax obligations.
- deliver the digital product

Payments are processed via a third-party payment service provider, **PAYTR ÖDEME VE ELEKTRONİK PARA KURULUŞU ANONİM ŞİRKETİ (“PAYTR”)** Your card details (card number, expiry date, CVV, etc.) are **not** collected or stored by us; these data are processed directly by **PAYTR** through its secure payment infrastructure.

We may share the basic billing information (first and last name, e-mail, billing address, IP Address) that we collect from you in the payment form with **PAYTR** so that your payment can be processed via **PAYTR**. In addition, we receive only limited information from **PAYTR**, such as:

- Payment success/status information,
- transaction ID.

We use this information only to:

- receive your payment and deliver the digital product (non-watermarked poster) to you,
- issue invoices and fulfil our accounting/tax obligations,
- contact you, where necessary, for support and information related to your payment.

Unless explicitly stated otherwise, this information is **not** used for marketing or advertising purposes.

PAYTR processes your personal data as an independent data controller under its own privacy policy in order to perform the payment transaction and fulfil its legal obligations. Before making a payment, you are advised to review **PAYTR** 's applicable terms and privacy notices.

7. Intellectual Property Rights

Except for user content, all intellectual property rights in and to:

- **blendtheproduct.com**,
- the software, design, logo, domain name, texts and other content relating to the Service,

belong to the Company or its licensors.

You may **not** use these elements for purposes such as copying, reproducing, distributing, reverse engineering, or creating unauthorised derivative works.

Your use of the Service does **not** grant you any ownership rights in these contents.

8. Third-Party Services

The Service may be integrated with third-party service providers for infrastructure and AI processing (for example, **Amazon Web Services (AWS)**, **OpenAI**, **PAYTR**).

Technical details regarding the use of these providers are explained in the **Privacy Policy**

Interruptions, errors or technical limitations related to data processing that arise from third-party services are outside the direct control of the Company; however, we endeavour to take the necessary technical and contractual measures to a reasonable extent.

9. Limitation of Liability

The Service is provided “**as is**” and “**as available**”. In particular, we do not warrant that:

- the generated posters will always be error-free, uninterrupted or fully meet your expectations,
- the generated images will always be fully compliant with all copyright/trademark laws, advertising regulations or platform rules (e.g. social media advertising policies).

Before using the generated outputs, you are responsible for:

- carrying out any necessary legal checks,
- ensuring that you do not infringe the rights of third parties,

- checking that your use complies with advertising and promotion rules.

Except where liability cannot be limited by law, the Company shall not be liable for:

- indirect, incidental, special or consequential damages,
 - loss of data, loss of business/profit, interruption of business or loss of reputation.
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10. Changes to the Service and Termination of Access

Without prior notice, the Company may:

- change all or part of the Service,
- add new features or remove some features,
- temporarily or permanently discontinue the Service.

In case of a breach of these Terms or for security/reliability reasons, we reserve the right to:

- partially or completely suspend your access to the Service,
 - terminate your sessions and job records.
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11. Governing Law and Jurisdiction

The interpretation and application of these Terms are governed by **Turkish law**.

In the event of any dispute arising between the parties, the **Ankara Central Courts and Enforcement Offices** shall have jurisdiction. For users who qualify as consumers, the right to apply to **Consumer Courts and Consumer Arbitration Committees** is reserved.

12. Changes to the Terms

These Terms may be updated from time to time in line with changes in the Service and in applicable legislation. The updated text will take effect once it is published on **blendtheproduct.com**.