QUMPARA USER AGREEMENT

1. Parties

1.1. The Application defined below is managed by the company located at ZÜHTÜPAŞA MH. ŞEFİKBEY SK. NO: 3 34724 KADIKÖY, ISTANBUL, TURKEY with the trade name NOBİUM BİLGİ TEKNOLOJİLERİ VE DANIŞMANLIK TİC. A.Ş.

1.2. Users know that this User Agreement (the "Agreement") will come into effect upon their approval of the Agreement and they are obliged to act in accordance with such conditions.

1.3. The Company and Users shall be referred to as the "Party" individually and the "Parties" jointly.

2. Definitions

2.1. The "Application": It is the application named Qumpara, whose all kinds of intellectual and industrial rights belong to Nobium, which generate various campaigns for Users, provides campaigns of Trademarks and transmits promotional awards to Users in case campaign requirements are fulfilled.

2.2. "User(s)": It refers to real persons who are the users of the Application.

2.3. "Company": It refers to the company with trade name NOBIUM BILGI TEKNOLOJILERI VE DANIŞMANLIK TİC.A.Ş., which operates the Application, specified under Article 1.1.

2.4. "Trademark(s)": It refers to real persons or legal entities which announce various campaigns on the Application within the framework of the corporation that it realized with Nobium and which offers campaigns and advantages to Users.

2.5. Explicit Consent: It is the consent declaration including all of the Clarification Obligation, Explicit Consent Declaration regarding the Processing, Retention, Transferring, Destruction of Personal Data by the Company as a result of the Usage of the Application, Policies regarding the Processing and Retention, Deleting and Destruction of Personal Data prior to the usage of the application by users logged in the Application as per the Protection of Personal Data Law numbered 6698, secondary legislation, Regulation on Commercial Communications and Commercial Electronic Messages and including all amendments notified with the clarification obligations within the scope of the legal requirements from time to time.

3. Subject of the Agreement

The subject of this Agreement is the determination of procedures and conditions regarding the User's usage of services provided by the Company through the Application and mutual rights and obligations of the Parties.

2. APPLICATION AND MEMBERSHIP

1. The Application subject matter of this Agreement is open to anybody over the age of 18 provided that it is used in accordance with this Agreement and conditions that may be published in the Application from time to time and with the relevant legislation.

2. The User may start using the Application after downloading the Application and approving her/his GSM number by filling in sections required for the log on, within the scope of this Conditions.

3. The User accepts that all information that s/he provided while applying is complete, adequate and current all the time and in every aspect. The User may always update her/his personal information through the Application. The User may become a member with a single telephone line of which usage rights and subscription belong to her/him. The User is obliged to provide all her/his information during the membership in an accurate and complete manner. The User knows that s/he will be responsible judicially and criminally for all memberships generated with information which does not belong to her/him, is misleading, belongs to third persons or is fake.

4. The Company may reject applications of Users at its own discretion and without basing on any reason or it may impose additional terms and conditions for the acceptance of the User application. The Company may finalize the status of the User by basing on justified reasons including the determination of the incompliance with the Agreement and/or other conditions and rules specified under the Application, inadequate, inaccurate or out-of-date information provided by the User during the application, the previous rejection of the application of the person who made the User application or without basing on any reason and with making any notification, at any time, without any obligation of compensation.

5. The User may not transfer her/his account and passwords generated, to any other user under any term and condition or s/he may not allow the usage of the same by third persons. In case such a circumstance occurs against the own demand of the User, the User is obliged to inform the Company immediately. In such a circumstance, the User accepts that the Company may apply precautions to freeze the membership.

6. The User shall comply with this Agreement, conditions to be published within the Application from time to time, law, good morals and customs, principles of honesty while performing all transactions within the Application, and s/he shall not act in a manner that may affect the operation of the Application by any method, that infringes rights of third persons or that may pose the risk of infringement of the rights of third persons.

7. The User accepts that s/he shall be responsible for information and contents under her/his account or uploaded by her/him to the Application being complete accurate and current and that the Company shall not be responsible in case the User did not win an award due to the fact that such information is inaccurate and out-of-date. Furthermore, the User accepts and undertakes that such information and content are not misleading, contain harming, dispraising, disgrace statements, and shall not be contrary to law or morals such as insult, threat or harassment, and that such information and content shall not cause any violation of any right including the intellectual property rights and personal rights of third persons. Information and contents uploaded to the Application by the User particularly against this article, and other conditions and terms specified under this Agreement and Application may be removed from the Application, the opportunity to get benefit the Application may be suspended partially or wholly due to such kind of contents.

The User accepts knows and accepts that s/he will not make any statements and comments with regard to the Application containing harming, misleading, untrue, dispraising, dishonoring, disgrace statements, and contrary to laws or morals such as insult, defamation, threat or harassment in any media, otherwise such actions may cause Nobium to take legal actions, cease the usage of the Application by the User, suspend the usage and/or terminate the membership of such User.

8. All kinds of legal, administrative and criminal liability resulting the usage of the Application belongs to the User. The Company shall not be held directly and/or indirectly liable under any circumstance for activities realized by the User on the Application and/or for damages that third persons suffered or may suffer due to the actions of the User against this Agreement and law. All kinds of requests arisen by third persons within such scope and damages that the Company may suffer resulted from the failure of the User to fulfill her/his obligations specified under the Agreement shall be recourse to the User.

9. The User accepts that the access to the Application may be temporarily prevented in order to make improvements to be made in the Application and to implement other amendments.

10. The User declares that contents that s/he loaded to the Application shall not include any detrimental materials such as virus, spyware, malicious software, Trojan, etc. and shall not use the Application for purposes such as data mining.

11. The Company's right to change this Agreement and the Policy on the Processing and Retention of Personal Data and Explicit Consent which are the attachments of this Agreement and other terms published by the Company under Application without any justification and without any notice when it is deemed necessary by the legislation and Company activities under the obligation of clarification, to make additions to these or to renew and to organize the Application again, to change the subject, scope and content of the same, and its right to cease its broadcast are preserved.

12.Changes on the Agreement, Explicit Consent and other conditions by the Company shall come into effect when the obligation of clarification is published in the Application and the User is deemed to have accepted the current conditions by using the Application. The User shall be solely liable to follow up such document regularly.

13. The regulations regarding the information and contents provided by the User under the scope of the Application are regulated within the scope of the Protection of Personal Data Law, Regulation on Commercial Communications and Commercial Electronic Messages and all other applicable legislation and the Company cannot use the information of the User beyond the scope specified under this Agreement and Explicit Consent and cannot disclose the same beyond such scope to third persons. Information collected within the scope of the Application shall be retained by the Company for a sufficient period of time in order to perform the purposes and activities specified under this Agreement and Explicit Consent and shall be accessed by authorized persons. The Company has also the right to use information provided by the User to generate to user profile, to make statistical works and with regard to its marketing activities.

3. The Company obtains the personal information, shopping information, surfing the web information obtained through the usage of the website and mobile application, surveys they attended, location information required for the membership of Users in order to design User-specific campaigns and transmit the same as the requirement of the Application and processes the same here and under the conditions specified in the Explicit Consent. The Company may cooperation with other companies to provide you with special advantages. When you participation in campaigns on the Application, you deemed to have accepted the campaign participation conditions. When you get benefit from campaigns of such companies, the receipt photograph which you sent to the Application will not be shared with companies. Your personal information such as your name, surname, telephone number, e-mail address, identity information, which you have shared with during the logon with the Application campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaigns, campaign

introductions, marketing and other opportunities provided by companies that the Company cooperates with and to contact you via e-mail, SMS, telephone by companies that the Company cooperates with. The Application may share your personal information with other companies from which it receives services for the aforementioned purposes and under procedures specified. Companies are not entitled to the retention and usage right of data except for cooperation conditions that they have made with the Application. The User accepts, declares and undertakes that s/he permits such shares, transfers with this Agreement and also Explicit Consent that s/he approved during her/his membership.

14. The Company takes precautions required to prevent the loss, change and misuse of the User information and the unauthorized access to such information. However, such issue shall not be interpreted in a manner that the Company undertakes to provide any information security. This risk for the usage of the Application belongs to the User.

15. In order for the User to earn cash in the Application, s/he shall have a valid bank account and define such account within the Application.

16.In case Qumpara merges with another company, in case it is transferred to any other company or acquires any other company, the personal information can be transferred/obtained under such circumstances and electronic communications with Users can be made by the aforementioned ones. Unless the User notifies the Company, such features shall continue to be valid regardless of whether Qumpara application is removed from the device or the User Agreement is expired.

17.Although the usage of Qumpara Mobile Application – Services is free of charge, all kinds of expenses for communication – correspondence required for the usage of Application belong to the User and are subject to the personal agreement with the service provider.

18. It is obliged to read the terms of all campaigns offered actively within the Application by the User prior to participating in such campaign and to participate in such campaign in case such terms are accepted by the User. All campaigns may differ and their participation terms are the same.

19. The User knows that the application belongs to awards and campaigns to be recognized by the Trade Mark and the Company is an intermediary and the Company is not responsible in case the right of usage is not exercised, the Trade Mark is always and fully the respondent and no dispute can be directed to the Company.

20.The User approves agreement personally in order to receive services from Payment Service Entity within the Application, the Company is not responsible for the accounts that the User open, operation of such accounts, transfers except for campaigns that the User participate in and s/he cannot direct any claim and response to the Company.

21.The User accepts and declares that the Company is solely responsible to make the determination as to whether refunds and awards within the scope of campaigns are defined in accordance with the campaign, as to whether such refunds and awards are appropriate to the participation in the campaign and wining award, that it may request the refund of loading by mistake, score, money refund transfers, awards won, and that s/he shall fulfil the requests of the Company in the first request and immediately, in cash and in full and/or returning the awards won. Otherwise, the User accepts and declares that s/he shall responsible for all kinds of criminal and pecuniary compensation liability as a result of legal

execution files to be initiated by the Company and to compensate the Company for the legal execution files, proceedings and fees of attorneys that the Company has to bear, along with the default interest to be applied at the highest interest rated that can be applied under the legislation.

22.The User knows and accepts that awards, scores, Quampara loads, refunds of the Company have exposure times within the scope of the campaign and at the end of such periods, such gains can be erased periodically and/or fully.

23. The User knows and accepts that in case there are mistaken, repeated and/or surplus refunds, money transfers, awards, scores or other gains to the User, the Company has the right to deduct, pledge, barter, retain such remaining from the account of the User before the payment entity and/or in-app account.

24.The User accepts and declares that when the User accepts this Agreement and shares with the Company for the purpose of obtaining gains within the application by opening an account before the payment entities from which the Company receives service, it constitutes the right to pledge to the Company provided that it is limited to the remaining of award won, refund, money transfer, score in the application, campaign earned in the account before the payment entity, and within such scope, the Company may ex officio exercise its rights to refund, deduct, retain, barter of payments made by the Company

3. USAGE OF APPLICATION

1. The User shall provide her/his mobile phone number that is required during the membership. Only one membership can be generated with the same mobile phone number. The User accepts that a transactions will be realized by obtaining the mobile phone number information from the GSM operator that the User used, and in case the mobile phone information from the relevant GSM operator cannot be reached, the verification and identification processes related to the mobile phone number over the SMS sent to the mobile phone will be required to be made.

2. The User accepts that s/he shall not give the code sent to her/his mobile phone during the membership and s/he is liable to retain the same; and furthermore, in case it is determined that her/his mobile phone is abused by another person, all kinds of right and gains regarding her/his membership will be taken back.

3. The User may review the list for active product campaigns offered to her/him at that moment once s/he logon to the Application and opened it.

4. The User may access the application page including the participation terms of such campaign in detail by clicking on each product campaign.

5. The commencement and end dates of each campaign and valid products and sales points and awards are stated on the campaign detail page.

6. The User must accept the participation terms of all campaigns that s/he will participate in by using the Application after reading the same and prior to her/his participation.

7. The User is obliged to transmit the retail receipts related to her/his shopping that s/he has done at the highest possible quality level specified to her within the application by taking photographs of those.

6. The Company is not responsible in case the User cannot participate in the campaign as a result of the unreadable receipts in a complete and proper manner. As a result of the unsuccessful receipt

recognition, the User will be informed with regard to her/his successful or unsuccessful participation attempt. In case a feedback is received stating that the receipt quality is unreadable, the User may send such receipt again.

7. The User cannot participate in the campaign, in case s/he makes any change on the receipt, falsify the content of the receipt, merges it with another receipt or did not send the image of the complete receipt at once, The Company reserves the right to remove Users from the Application who attempt to participate in with malicious purposes.

8. In order to get benefit from the advantages offered to the User through the Application, the terms of campaigns participated in shall be fulfilled. The shopping receipt of which photograph will be taken with the camera within the Application shall be controlled by the Application. The Date, workplace trade name, product name required to be purchased, number of product required to be purchased, of the total amount receipt information stated on the receipting depending on the terms of the campaign shall fulfill the campaign conditions. Otherwise, the campaign participation cannot be considered as successful.

9. Using a clean and readable receipt of shopping photograph as specified in the Application is under the responsibility of the User. An adverse response will be given to the consumer with regard to the campaign participation following the control of the crumpled, faded and unreadable receipts sent to the Application.

10.Member Workplace's campaigns within the Application will be sent to the User via the Application or with notifications.

11.In order for the Application to provide a better service to Users and within the scope of its legal obligation arising from the Law numbered 5651 on the Regulation of Broadcasts on the Internet and Combating Crimes Committed Through These Broadcasts and the related secondary legislation, Law numbered 6353 on the Regulation of Electronic Commerce and the related secondary legislation, the Turkish Criminal Law numbered 5237 and particularly the Law numbered 6698 on the Protection of Personal Data and the related legislation; the User's personal data (name, surname, date of birth, mobile phone number, e-mail, gender, address, occupation, education, marital status, vehicle plate, in case of connecting with social media account, the information that the User consented to be shared through such channels, all shopping information obtained through the shopping receipt or invoice that the User sent, in other words from which the User did the shopping, shopping point and time, how much the User paid, which products the User purchased, from which campaigns s/he got benefited, awards the User won, product information in the shopping, surfing and click information on the Application, location information that the User logon the Application) are requested in a manner to enable the Application to fulfill such purposes and legal obligations. Such personal data shall be processed and retained in order for the User to get benefit from the Application, upon her/his explicit consent, provide that such data shall not be used beyond the purposes and scope specified under this User Agreement and Policy on Confidentiality/Processing and Retention of Personal Data, Explicit Consent and Communication Permission and also by taking the information security. The User accepts that her/his transactions performed within the Application can be reported statistically by the Company and s/he can be informed on campaign of the Company or other companies.

12.In order for the User to participate in campaigns in Qumpara application and to review the campaign points and opportunities near her/him, s/he shall allow the Application to use the location information from the Settings of the device during the installation of the Application or later. In order for the User to review campaigns and opportunities appropriate to her/him at that time in the location s/he is in (locations such as province, neighborhood, region, workplace, store etc.) from the device of

the User (in the Application), Qumpara may retain and process/review such location information. All Users within the ordinary operation of Qumpara review all campaign opportunities and receive announcements regardless of the location. However, only Users whose location information is received can review the special opportunities within the Application for the location that s/he is in and can receive notifications with regard to the opportunities in such location, instead of reviewing campaigns that s/he would not be interested in if the User is in another province.

13.General and special communications with Users by the Company are deemed to be made and will be valid when it is published on the Application. In case the User turns off her/his device to data and mobile communication, does not use the Application, ceases receiving message from Settings of her/his device or the failure to be reached to her/him, the adverse results of not receiving such communications belong to the User.

14. The Company is responsible to transmit awards and promotions to be granted within the campaign duration to consumers fulfilled the campaign terms. It is not responsible to provide awards promised. The responsibility with regard to such issue to the relevant consumer belongs to the Trademark organized the campaign. Trademark and/or Trademarks may not allow them to utilize from more than one campaign at the same time.

15. The User accepts and declares that the information (such as e-mail, telephone number, bank account), which s/he provided while becoming a member to the Application, is accurate and in case any change occurs to such information and/or no update is made, the Company shall not be responsible for damages incurred to the User.

16.Responses of the User to certain survey questions (such as date of birth, team that s/he supports) that may be privately asked to the User while using the Application shall be retained within her/his profile information or in the system of the Application in a secure manner. Such information may be used for profiling Users, target market management and planning special campaigns to the target market.

1. The User shall enter her/his IBAN, bank account information or ID number and Address for refunds. The Company shall not be responsible for transfers made by mistake due to filing in such information incorrectly by the User. The information entered shall be retained securely within the system of the Company in order to refund the User.

2. The User may notify the Company via the email address or customer service number within the Application of the situations where s/he has to deal with and has complaints regarding the Application, however, the Company cannot be held liable for behaviors of Trademarks which participate in the campaign or is responsible for the distribution of awards under any circumstance. The Application is only a platform introducing current promotional campaigns to Users. The Company gives the related warning to the relevant Trademarks and terminates the business relationship with companies which repeat similar mistakes.

3. The User accepts not to make any transaction and/or not to behave in any manner that may exploit the service that the Company offers free of charge.

4. In order for the User to participate in the campaign, the User shall allow the rights of use of Camera and GPS to Qumpara Application.

5. Receipts sent within Qumpara Application shall be controlled by the system within at the latest 48 hours during working hours (09:00 – 18:00) on weekdays (Monday – Friday), unless otherwise stated

in the campaign conditions and a response shall be provided to the User with regard to her/his participation.

6. In case it is determined that the User acts contrary to these Conditions specified, the Company reserves its right to suspend the membership of the User or to remove such User fully from the Application. In the circumstances where the User obtains the right to participate in any lottery for any reason within the scope of the regulations of the General Directorate of the National Lottery, despite the suspension circumstances set forth under this article, the User knows that s/he may participate in only the lottery limited to the legislation due to the suspension and abuse, that s/he cannot participate in any other campaigns on the Application and may get benefit only from the lottery within the Application temporarily, limited to the lottery, due to the related legislation. The Company's right to limit the participation of the User in campaigns within the scope of this article and not to allow the User to get benefit from campaigns is reserved.

7. The User who gets benefit from the services offered by the Application accepts to use the Application in accordance with the law and its purpose and the legal liability for all transactions and actions that s/he performed within the Application belongs to her/him. The User shall not hold the Company directly or indirectly liable for any transactions, actions and/or activities contrary to these Conditions and illegally that the User realized through the Application and/or within the Application.

8. The Company shall not be held liable for the failure to perform any of its obligations set forth under these Conditions in case the User cannot get benefit from the services due to the technical malfunctions arising from the User and the User shall not request any claim under any name from the Company.

9. The User accepts not to reproduce, copy, distribute and process pictures, texts, visual and audial images, video clips, files, databases, catalogs and lists within the Application in a manner that constitutes an infringement of rights in rem or rights in personam, assets of the Company and/or other third persons

10.Apple Inc. Company does not have any involvement, sponsorship or responsibility related to campaigns, opportunities, awards and lotteries within the Application. Apple only distributes the Application. The consumer cannot hold Apple responsible for campaign terms and awards in any manner.

11. The User may save Qum Score by participating in periodic Score campaigns within the Application. In case the User gains Qum Score within the scope of the campaign, Qum Score gained as the award shall be reviewed in the remaining section of the Qumparam page.

12.In order to convert the remaining Qum Scores into award, the User shall visit Qumparam page and shall click the convert into award button next to the Qum Score information. In case Qumpara remaining is sufficient, the User may convert it into different awards such as gift checks, game credits among trademarks within the catalog page where the User displays when s/he clicks the convert into award button. In case the catalog page is empty, it means that there is no product that the User may use her/his Qum Scores in any way within such period and Qum Scores can be used only when there is award in the catalog.

13.Awards for which Qum Scores of Users to be used are limited to the inventories determined on the catalog page, and awards and inventory amounts may differ periodically.

14. When the User clicks on the award that s/he demands to convert into, the corresponding score shall be deducted from Qum Score remaining depending on the award price and the award shall be added to the wallet page as a separate gift code.

15.Gift check code that the User obtained and its details of usage shall be displayed in Qumpara wallet.

16.Qum Scores obtained are valid for a maximum of 2 calendar years as of their upload, unless any time restrictions are determined separately. Scores which are not used at the end of the second calendar year shall become invalid.

17.Awards on the catalog page are limited to inventories and may periodically differ. Awards, Qum Score prices corresponding to awards, awards' inventories, awards' types, form of using awards may differ periodically, the usage of these may be limited by time and inventory amounts, and Qum Score remaining corresponding to the same award may be determined in different amounts periodically.

18.In the circumstances where the User acts contrary to this Agreement, particularly where it is determined that there are usages contrary to Articles 20, 23, 24, User's all Qum Scores shall be erased from the Application and shall not be uploaded again.

19.The User accepts and declares that once s/he clicks the convert into award and converts her/his Qum Score into an award, her/his claims such as returning the award, requesting the restore of her/his Score by declaring that s/he clicked the button by mistake shall not be accepted. Clicking the button to convert the Qum Score into award by the User is considered as the User's request unilaterally. Qum Scores are non-refundable.

20.The User shall not sell, transfer, reproduce her/his Qum Score, awards, campaigns in consideration of Qum Score, considerations of gift checks and make the same a subject of marketing. In case any information is reached including the transfer and sale promise of her/his Qum Scores, awards, campaigns, gift checks contrary to this article through any communication and distribution channels network other than this Application, the account of the User can be closed down ex officio and/or her/his Qum Scores can be erased completely due to the violation of this Agreement by the User.

4. TERMINATION

- 4.1. The User may terminate the Company's Application membership, without any reason, at any time, in the following manners
 - 4.1.1. By clicking the "Unsubscribe" button from the My Information Section,
 - 4.1.2. By sending an e-mail to kvkk@nobium.com.tr,
 - 4.1.3. By deleting the Application completely from her/his mobile phone.

5. OTHER CONDITIONS

5.1. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

5.1.1. All elements of the Application including but not limited to its design, text, image, html code and other codes (hereinafter, these shall be referred to as the "Works subject to Nobium's copyrights") belong to the Company. The User shall not use the Company Services, Company information and Works subject to the Company's copyrights for commercial purposes. Without the Company's permission, the User shall not reproduce, distribute the works subject to the Company's copyrights or shall not make or prepare derivative works from these. The User knows that s/he shall not attempt to

access to the source codes of the Application, to find an Application vulnerability, to create one, to hack the system, access to source codes, process, retain, derive, distribute, reproduce the same and make any savings as a result of unauthorized access in the form of transmission, storage in any media with web or block chain based and/or permitted by technology under any name, otherwise all legal actions shall be taken against her/him without serving any notification.

5.1.2. All rights of the Company regarding all of its assets, rights in rem and rights in personam, trade knowledge and know-how including the Company's Services, Company's information, works subject to the Company's copyrights, trademarks of the Company, Company's trade profile or all kinds of pecuniary and intellectual property rights that the Company owned through the Application are reserved.

5.2. AMENDMENT TO THE AGREEMENT: The Company may make amendments to the agreement, at its sole discretion and unilaterally, at any time it deems appropriate, by announcing it on the Application. The amended provisions of these Conditions shall be valid upon their online acceptance on the Application by the User, on and after their announcement date and the remaining provisions shall remain in effective as it is and continue to bear consequences.

5.3. FORCE MAJUERES: In the circumstances legally deemed force majeure, the Company is not liable for the late or incomplete performance or non-performance of any of its performances specified under these Conditions. These and similar circumstances shall not be deemed as a delay, incomplete performance or non-performance or default for the Company and no compensation can be requested for these circumstance from the Company under any name. The term "Force Majeure" shall be interpreted as unavoidable incidents that occurs beyond the reasonable control of the relevant party and that cannot be prevented by the Company even though it shows the required care including but not limited to natural disasters, rebellions, wars, strikes, communication problems, infrastructure and internet failures, power outages and adverse weather conditions.

5.4. APPLICABLE LAW AND JURISDICTION: Istanbul Central Courts and Execution Offices have jurisdiction in the implementation, interpretation and application of these Conditions and in all disputes arisen or will arise out within and/or in connection with these Conditions.

5.5. TERMINATION OF THE AGREEMENT: These conditions shall remain in effect until the expiration of the membership of the User and remain in effective and continue to bear consequences between the Parties. The Company may terminate the Agreement unilaterally in case the User violates the provisions stated under these Conditions, similar rules related to the usage specified within the Application, membership and the Services of the Company.

- 6. VALIDATION OF COMPANY RECORDS: The User accepts that the electronic records trader records and ledger records, microfilm, microfiche and computer records that the Company retains under its database or servers and system records are valid, binding, conclusive and exclusive evidence in the disputes that may arise out of these Conditions, and the User releases the Company from tendering an oath, and this Article is an evidential agreement within the content of Article 193 of Code of Civil Procedure.
- 7. EFFECTIVENESS: This Agreement has entered in force mutually upon the electronic approval of the User.