



MEMBERSHIP AGREEMENT

Dear Member,

By defining the member account to be opened in your name with this Membership Agreement ("Agreement"), a list of the legal conditions regarding the services to be offered to you through the domain name www.rezypay.com ("Site") is presented for your information and confirmation. We would like to emphasize that after you have checked the checkbox "*I have read, understood, I accept.*" and fill in the (i) name-surname, (ii) e-mail address and (iii) password fields on the membership screens and email, an e-mail containing a confirmation code will be sent to the e-mail address you specified. If you log in to the Site using the confirmation code included in the confirmation e-mail, this Agreement will come into effect and you will gain the title of "Member" by registering on the Site. With the entry into force of the Agreement, you will be deemed to have read, fully understood and accepted all kinds of legal issues mentioned below.

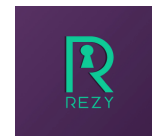
This Agreement can be updated from time to time and will always be accessible through the members' account on the Site in its most current form.

1. Parties

This Agreement is signed between Rezypay Teknoloji Yazılım ve Ticaret Anonim Şirketi ("**Rezy**", "**Company**") resident in Yeniköy Mah. Sarı Asma Sok. No:5 Sarıyer/İstanbul and Site Members ("**Member/s**") who register to the site accepting the following conditions.

2. Tanımlar

Member Account:	Member accounts owned by the Members
Services:	All kinds of services offered by the Company to the Members on the Site.
Content:	All kinds of visual, literary and auditory images, information, files, pictures, programs, figures, prices, etc. published or accessible on the site or any website.
Personal Data	Members' identity, address, e-mail address, telephone number, IP address, which parts of the Site they visited, domain type, browser type, date and time of visit, to all kinds of



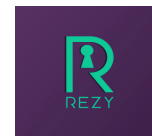
	data that can be considered as personal data in accordance with the Personal Data Protection Law No.6698 ("KVKK").
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3. Subject of the Agreement

The subject of this Agreement is the mutual rights and obligations of the Parties regarding the use of the Site and the membership process.

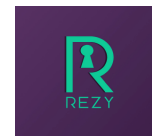
4. Member Account

- 4.1.** The Member must create a Member Account for themselves by approving the Agreement in order to access some parts of the Site and benefit from the Services. In order to create a Member Account, the Member is obliged to fill in the information requested on the relevant registration screen with accurate and up-to-date information.
- 4.2.** Persons wishing to become a member are required to be over the age of 18 (eighteen). The member undertakes that he / she is over 18 (eighteen) years old. The Member who does not provide accurate and up-to-date information while filling in the registration information is personally responsible for all damages that may arise inaccurate information. The Member has the right to terminate the Membership status at any time by clicking the "Cancel Membership" button that can be accessed from the Member Account on the Site.
- 4.3.** The Member is the exclusive owner of the Member Account.
- 4.4.** Due to the importance of the Member Account as mentioned above, the login information of your Member Account should be kept confidential and access to the aforementioned information should be restricted. Regardless of whether or not specifically authorized by the Member, all transactions to be made within the scope of the Member Account (including all kinds of declarations, commitments and promises to be made within this scope) and any damages, losses or expenses arising from such transactions will be solely and entirely owned by the Member.



5. Rights and Obligations of Members

- 5.1.** Member, using the confirmation code in the e-mail sent to him by the Company, accepts the terms of the Agreement by reading and fully understanding the Agreement, that he is over the age of 18 (eighteen) and has binding legal authority and rights to conclude this Agreement, and that the Site will be used in accordance with the terms and conditions specified.
- 5.2.** It is accepted that the information notified to the Company by the Member during the membership process is accurate, up-to-date and not misleading. If the information provided during the membership process changes, the Member is obliged to inform the Company of the new and updated information on the Site or in other written forms without any delay.
- 5.3.** The Member may not transfer his Member Account, membership name and password, and membership profiles to another member under any circumstances or allow third parties to use the aforementioned accounts. The information of the Member regarding the Member Account belongs entirely to the Member, and the confidentiality and security of this information is entirely under the responsibility of the Member. The member is personally responsible for the use and management of all information, including accounts that allow the use of his personal profile, username and password. Each transaction performed with the Member Account, member name and password of the Member shall be deemed to have been performed by the Member personally and the Member shall be exclusively responsible for the damages incurred by the Member, Company and / or third parties due to the use, loss or change of hands of this information by a person other than the Member.
- 5.4.** In the event of a damage to the Company and / or third parties due to any malicious software originating from the Member, all responsibility shall belong to the Member. In the event that a possible damage arises on the Company, the Member shall compensate the Company immediately, in cash and at once.
- 5.5.** The Member agrees declares and undertakes; not to copy, modify, reuse, create derivative works based on the Site, any content and / or any part thereof provided by the Company, not download, adapt, reverse engineer, attempt to simulate or move it to



another server, not to translate, compile, decompile or disassemble, or to publicly exhibit, perform, transmit or distribute any of the aforementioned without the prior written and special permission of the Company.

- 5.6. The Member acknowledges and agrees that, the hosting, transmission, publishing and / or viewing of the Site and the content on the Site (including the inclusion and presentation of any advertisements or other promotional content related to the aforementioned) and how, in what way and methods is at the sole discretion of the Company.
- 5.7. The Member accepts, declares and undertakes that they may not use "robot", "spider" or any other automatic device, program, code, algorithm or methodology or similar to access, obtain, copy or monitor any part of the Services (or its data and / or Content) using equivalent manual processes; or attempt to obtain any material, document, service or information by any means not made available for this purpose through the Services, by any means reconstructing or bypassing the navigation structure or presentation of any Services.
- 5.8. The Member accepts, declares and undertakes that he / she will not act in a manner that may be deemed as a shadow to the Company's reputation or that may damage the Company's reputation and in other ways. Otherwise, the damages incurred by the Company will be compensated by the Member immediately, in cash and at once, without the need for any warning.

6. Rights and Obligations of the Company

- 6.1. The Company may reject Member applications or subject the acceptance of the Member application to additional terms and conditions in its sole discretion and without any reason. Additional terms and conditions must be approved by the Member, and unless the relevant additional terms and conditions are approved, the Company may unilaterally cancel the membership process.
- 6.2. The Company is completely free to determine the scope and nature of the Services and to make changes in the Agreement, and any updates and changes it will make will be



deemed to have entered into force upon their publication on the Site and will be binding for the Member.

- 6.3.** Rezy, its managers, employees, subcontractors, service providers and the persons who prepare the information on this site are not responsible for any direct or indirect material or moral damages that may arise due to the breach of contract, entering the Site, the information and other data on the Site, programs, etc. tort or other reasons. Rezy, as a result of the breach of the Contract, tort, negligence or other reasons; does not accept any responsibility in case of interruption or failure Services provided.
- 6.4.** Links to other websites and / or other content that are not under the control of Rezy and owned and operated by other third parties may be linked through the site. These links do not mean that Rezy supports any website or the person operating the website. It does not constitute any kind of declaration or guarantee for the information contained in the linked website. Rezy has no responsibility for the websites and their contents accessed through the links on the site, and the damages that may arise from the use of these sites are under the responsibility of the Members. Rezy may bind access to such linked websites to its own written consent, or it may always block access to links that Rezy would not deem appropriate.
- 6.5.** Some information such as the internet address of the website, the name and Internet Protocol (IP) address of the internet service provider used to access the site, the date and time of access to the site, the pages accessed during the site and the direct connection to the site may be collected in order to to improve and develop the system, detect and fix problems that may occur in the system related to the site.
- 6.6.** Rezy has taken measures to ensure that this Site is free of viruses and similar software. In addition, in order to ensure the ultimate security, the Member must supply its own virus protection system and provide the necessary protection. In this context, the Member shall be deemed to have accepted that he / she is responsible for all errors that may occur in his / her software and operating systems and their direct or indirect consequences upon entering this Site.

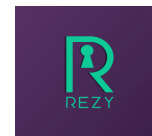


7. Intellectual Property

All kinds of artworks, graphics, images, website templates and widgets, literary works, source and target code, computer code (including html), application, sound, music, video and other media, design, animation, interface, documentation, derivatives and versions thereof, method, product, algorithm, data, interactive features and objects, advertising and acquisition means and method, invention, trade secret, logo, domain name, customized URL, commercial Services, including any copyrighted material, including brands, service marks, trade names and other proprietary elements, or any other content of these materials that is or may be subject to any copyright under any applicable law. All rights, property and interests (collectively referred to as "Intellectual Property") and all derivatives belonging to and arising from the Company belong to the Company and / or are licensed to the Company.

8. Protection of Personal Data and Privacy

- 8.1.** The Company attaches importance to the processing, security and protection of the personal data provided by the Member, especially the Member Account, through the Site in order to benefit from the Services in accordance with all kinds of legislation, including KVKK. In this context, the Company collects, uses, transfers and processes the personal data provided by the Member in accordance with the Disclosure Text and Privacy Policy, which are available for review at all times on the Site. The Clarification Text and Privacy Policy are an integral part of this Agreement. The Member accepts, declares and undertakes to comply with all applicable data protection and privacy laws and regulations, including KVKK regulations, in fulfilling the obligations contained in this Agreement. The rights and obligations of the Company and the Member within the scope of the KVKK are discussed in detail in the Privacy Policy, Cookie Policy, Clarification Text and other documents that form an integrity with this Agreement.
- 8.2.** By benefiting from the Services and / or creating an account, the Member consents to the collection, use, transfer and other ways of processing personal data as specified in the Disclosure Text and Privacy Policy, in an open and free will.



- 8.3.** Personal data that the Member declared on the Site, especially the Member Account, and consented to be shared; can be collected, stored, processed, used and / or shared with third parties in accordance with the Company's contractual relations by business partners in accordance with the Disclosure Text and Privacy Policy to fulfill the obligations determined by this Agreement, to carry out the applications required for the operation of the Site, to provide and offer various advantages for the Member, and to carry out all kinds of electronic communication, profiling, statistical studies for Member-specific advertising, sales, marketing and surveys.
- 8.4.** The Member accepts, declares and undertakes that he / she consents to the use and storage of his / her personal data by the Company in the aforementioned manner.

9. Termination of Agreement, Termination of Membership

- 9.1.** The Member can suspend the Member Account at any time and request the cancellation of the membership in writing. The effective date for the cancellation in question will be deemed to be the date on which the relevant cancellation was completed.
- 9.2.** The Company may decide that the information provided during the Member's application is not sufficient, accurate or up-to-date, or that it is misleading and maliciously purposeful, the Member's use of the Site and Services contrary to the provisions of this Agreement or the relevant laws, and any In the sole discretion, it may terminate the membership status of the Members by terminating this Agreement without any prior notification and without any compensation liability.

10. Force Majeure

- 10.1.** The occurrence of situations that arise out of the control of the parties and that prevent and / or delay the fulfillment of their obligations under this Agreement, as stated below, but not limited to this, will be considered as force majeure:
- Natural events, natural disasters, (fire, flood, epidemic (covid-19 etc.), earthquake, flood etc.)
 - War (whether declared or not), civil war, terrorist acts, uprising, revolution, revolution, the seizure of the state administration by force,



- Industrial conflicts, strikes, lockouts, blockades, slowdowns,
- Restrictions, acts, avoidance or interference by official authorities,
- Any administrative and / or judicial decision or similar actions that will prevent access to the Site,
- Any technical malfunction that will prevent access to the site.

11. Interpretation of the Agreement

- 11.1.** The determination that any article, sub-article or provision of this Agreement, other than the essential elements, is invalid or legally unenforceable will not affect the applicability or validity of other articles, sub-articles or provisions of this Agreement. In such a case, the article, sub-article or provisions that are found to be invalid or legally unenforceable in all respects in this Agreement will be evaluated and interpreted as if they were removed from the text of the Agreement.
- 11.2.** The Parties acknowledge and declare that they have mutually determined all the provisions of this Agreement with their own free will, that they have evaluated all the terms of the Agreement in detail and that they have agreed on all these conditions.
- 11.3.** The use of the Services or the Site does not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between Rezy and the Member.

12. Transfer of the Agreement

- 12.1.** Rezy may transfer its rights and / or obligations under the Agreement and its rights and obligations regarding the Services to a third party without the approval of the Member and without prior notice to the Member. However, the Member will not be able to transfer or assign his rights and obligations under the Contract without prior written approval from Rezy, any transfer or transfer attempt made without written consent will be deemed invalid.



13. Evidence Agreement and Applicable Law

- 13.1.** Evidence agreement; The Member declares that the official books and commercial records of Rezy as well as the e-archive records kept in Rezy's database and servers, electronic information and computer records shall constitute evidence in the disputes that may arise from this Agreement and that this article shall constitute evidence in respect to Article 193 of Civil Procedure Law numbered 6100. The Member accepts, declares and undertakes that aforementioned is in the nature of an evidence agreement.
- 13.2.** This Agreement will be subject to the laws of the Republic of Turkey exclusively and any dispute arising from or in connection with the Agreement will be under the exclusive jurisdiction of Istanbul Consumer Arbitration Committees and Istanbul (Çağlayan) Courts and Execution Directorates.

14. Notifications

The Company will communicate with the Member via the e-mail address provided by the Member regarding the Member Account during registration or by making a call or sending an SMS to the phone number. In this sense, the Member is obliged to keep his e-mail address and phone number up-to-date. The notifications to be made to the Company, on the other hand, can be made via notifications to be made to the e-mail address, contact number or address of the Company whose information is included on the Site.

This Membership Agreement, consisting of a total of 9 (nine) pages and 14 (fourteen) main articles, will enter into force as of the moment it is approved by the Member by reading each provision and being approved in electronic environment by being fully understood.

For questions and suggestions, contact us at info@rezipay.com.