

## TERMS OF USE

### A. INTRODUCTION

These Terms of Use set forth the rules and conditions for the use of the Eczacıbaşı Momentum Website ("**Momentum**" or "**Site**") and regulate the rights and obligations of the Parties accordingly.

Access to the Site, use of the Site and any transactions to be performed by Users on the Site are subject to these Terms of Use.

You hereby agree to the Terms of Use by using this Site. You hereby declare that by accepting the Terms of Use, you have all the legal permissions and requirements necessary to use the Site and accept the Terms of Use, and if you will use the Site on behalf of a company of which you are an authorized representative, you have all the necessary authorizations to represent the company in question and to carry out transactions on behalf of the company.

Eczacıbaşı Momentum Teknoloji Yatırımları Anonim Şirketi ("**Eczacıbaşı Momentum**" or the "**Company**") reserves the right to amend, update and renew the entire content of these Terms of Use at any time, without any notice. Users shall be responsible for following the updates to the Site. Updated Terms of Use shall be effective from the moment they are published on the Site and the use of the Site shall be subject to the updated Terms of Use from that moment on. Accordingly, please check the "Terms of Use" on a regular basis.

The Company may, at any time, modify, upgrade or release a new version of any part of the Site, its features or functions, re-designate, update, freely change, remove or discontinue the content (any and all works, information, images, materials, documents, designs, etc.) contained on the Site at any time. Unless otherwise expressly and separately stated by the Company, any newer version of the Site shall be subject to these Terms of Use.

If you do not agree to these Terms of Use, please do not use the Site. Please read the Terms of Use carefully before using the Site.

Should you violate the Terms of Use, the Company may suspend your account or cease your use of the Site and/or may initiate a lawsuit or legal proceeding against you in case of violation of the law.

### B. GENERAL TERMS AND CONDITIONS

1. The Company cannot be held responsible for any errors, slow systems, inability to use the Site due to the devices and/or internet connections of Users using the Site. The User agrees that access to the Site may be temporarily blocked in order to perform improvements and other modifications to the Site.
2. The Company or its affiliates, subsidiaries, directors, representatives, employees or other agents shall not be liable in any way for any direct, indirect, special, incidental, consequential, punitive and/or exemplary damages, including but not limited to loss of profits or revenue, loss of data and/or loss of business, arising in connection with the Site or the use of or inability to use the Site or reliance on the content of this Site, even if the Company has been advised of the possibility of such damages in advance.
3. The Company reserves the right to remove and modify the content on the Site at any time and without giving any reason.

4. The Company may prevent the use of the Site in cases that contravene the obligations specified in these Terms of Use or the general rules announced on the Site (such as the use of software that threatens the general security of the Site, prevents the operation of the Site and the software used, performing, attempting to perform activities, and obtaining, deleting, changing information), provided that it reserves its legal rights against natural/legal persons who attempt to do so. The User may not claim any loss, damage or compensation from the Site Owner in such case.
5. We hereby declare that the Site and/or the Site Owner shall not be held liable, directly or indirectly, for any damages, losses, expenses and any other claims that may arise from the actions of Users or third parties; and that the Site and/or the Site Owner shall not be liable for any damage that may occur to your computer hardware or other assets due to your access to, use of, or downloading of any information and documents containing any audio, video, text from this Site. The risk of using this Site and uploading data solely belongs to the User, and it is the sole responsibility of Users to meet, maintain and update all software and hardware needs required for the prevention of malicious and damaging codes or materials, the accuracy of data input - output or the recovery of any lost data.
6. It is prohibited to use the Site or the content on the Site for illegal purpose(s), to access any part of the Site using an automated mechanism such as robot or worm, or to copy and monitor it for commercial/non-commercial purposes.
7. This Site may contain links to third party Applications/Sites, but the Company is not responsible for any content on such Sites. You may be required to review and agree to the applicable rules of use when using such Apps/Sites. Moreover, a link to any third party Applications/Sites does not imply the Company's endorsement of the Applications/Sites or the products or services mentioned in the Applications/Sites.

### **C. TERMS OF USE**

7. It is necessary to enter complete, accurate and up-to-date information in the fields where information can be entered on the Site. The Company cannot be held responsible in any way for incomplete, inaccurate or outdated information entered by Users. Users shall be deemed to have agreed to these Terms of Use by using the Site.
8. Users may visit the Site without having to provide their personal data/information; however, personal data may be requested upon Users' request in cases such as correspondence and exercise of legal rights.
9. Users may view the content on the Site for personal use only and may use it to obtain information about such content and in accordance with the terms of use published herein. Other access and use is against the law and the legal rights of the Site Owner and other content owners are reserved.
10. Users utilizing the services available on the Site agree to comply with all relevant legislation provisions and all announcements and notices to be published on the Site. Any and all legal, punitive and financial liability arising out of these notices and uses against the law shall belong to Site users.

- 11.** In areas where information can be entered within the Site, you may not (i) use personal data belonging to other people without proper authorization; or (ii) enter information that is offensive, vulgar, obscene or illegal. We reserve the right to revoke or reject User information that we believe, at our sole discretion, violates these Terms of Use, our policies or the law.
- 12.** Should the Company have reasonable grounds to suspect that any information provided by the User is fraudulent, inaccurate or incomplete, the Company shall be entitled to immediately suspend or terminate the User's right to access and use the Site without notice. The User shall be responsible for maintaining the confidentiality of all authentication information associated with access and use of the Site. You must notify the Company immediately if you become aware of any possible misuse, loss or disclosure of your accounts or authentication information, or any breach of security related to the Site.
- 13.** The User agrees, declares and undertakes that he/she shall comply with the Terms of Use and other provisions that may be published from time to time on the Site, the law, morality and decency, the principles of good faith in all transactions to be carried out on the Site, that he/she shall not engage in behaviors that may prevent the functioning of the Site by any method and acts that infringe or threaten to infringe the rights of third parties, and that he/she shall bear the legal and punitive liability for all transactions and actions he/she performs on the Site.
- 14.** The User shall be directly responsible for the sharing of the rights of use of information such as username and password with third persons or organizations (including the use of the password by other persons with malicious intent) in the event that information such as username and password is provided to them or if they determine such information themselves. Likewise, the User may not use someone else's IP address, e-mail address, username and other information on the internet, nor may the User access or use the data of other users without permission. The User shall be liable for any legal and penal liability that may arise as a result of such use as mentioned herein.
- 15.** Users are obliged to comply with all legal legislation (Turkish Penal Code, Turkish Commercial Code, Turkish Code of Obligations, Law No. 5651 on the Regulation of Publications on the Internet and Suppression of Crimes Committed through These Publications, Law No. 6698 on Protection of Personal Data, Law on Intellectual and Artistic Works, Industrial Property Law) and are directly liable for their consequences.
- 16.** If there is any article in the Terms of Use that you do not agree with, or if you are not authorized to approve or agree to the Terms of Use, you cannot use the Site. You further declare that you are of legal age, that you are legally capable of entering into binding agreements in accordance with applicable law, and that you are competent to be responsible for, be considered under, and comply with any and all conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use.
- 17.** THE COMPANY PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THESE TERMS OF USE. THE COMPANY PROVIDES NO WARRANTIES THAT THE MOBILE SITE WILL BE ERROR-FREE OR UNINTERRUPTED (INCLUDING IN THE EVENT OF CYBER-ATTACKS OR MALICIOUS CODE OR SOFTWARE DISRUPTIONS) OR COMPATIBLE WITH ANY TYPE OF SOFTWARE. THE COMPANY DISMISSES LIABILITY FOR ANY DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE MOBILE SITE. YOU AGREE THAT YOU ACCESS AND USE THE MOBILE SITE AT YOUR OWN RISK AND THAT YOU SHALL BE SOLELY LIABLE FOR ANY DAMAGE TO YOUR INFORMATION SYSTEMS OR ASSETS OR LOSS OF DATA RESULTING FROM SUCH ACCESS OR USE.

**18.** Performing the following actions within the scope of access and use of the Site is prohibited:

- Use the Site fraudulently or otherwise for any unfair or unlawful purpose.
- Continue to use the Site despite any reason that revokes the authorization to use the Site.
- Attempt to gain unauthorized access to the Site.
- Perform vulnerability or similar tests on the Site.
- Collect or attempt to collect information about other users of the Site.
- Interfere with or disrupt the functioning of the Site or the servers or networks used to make the Site available, including hacking or tampering with any part of the Site, or violate any requirement, procedure or policy of such servers/networks.
- Restrict or prevent another person from using the Site.
- Reproduce, modify, adapt, create derivative works from, sell, lease, loan or otherwise use any part of the Site (or any use thereof) without the Company's authorization.
- Reverse engineer, decompile or disassemble any part of the Site.
- Violate any copyright, trademark or other proprietary rights.
- Use the Site and/or its contents to develop a product or service that serves the same or similar purpose or otherwise competes with the Site.

**19.** Users shall be responsible for the provision, maintenance and payment of all hardware, telecommunications and other services required for the use of the Site.

#### **D. INTELLECTUAL RIGHTS**

**17.** Any and all registered and unregistered intellectual property rights on this Site such as trade name, business name, brand, patent, logo, design, information and methods belong to the Company, the operator and owner of the Site, and are protected under national and international law. Neither downloading nor utilizing this Site bestows any right with regard to the said intellectual property rights.

**18.** The information contained on the Site may by no means be reproduced, published, copied, presented and/or cited. The Site may not be used in whole or in part on any other website/Site/medium without permission or in violation of the rules set forth herein.

**19.** It is prohibited to use the design, source codes, interface, content, database of the Site in whole or in part, exactly, by changing or differentiating it.

**20.** Users are considered to have agreed and undertaken that except for legal use exceptions, any use of the content on the Site (any kind of modification, reproduction, copying, downloading, uploading, processing, adapting, dissemination, publication, transmission to the public, representation and any other kind of use and intervention in other ways) without obtaining the prior written permission of the Site Owner and/or other third party work and right holders within the scope of work / production / publication / design / trademark / patent and other intellectual property protection in accordance with the conditions stipulated by the legal regulation and without signing a contract with them is illegal and criminal, that legal and criminal liabilities shall arise due to such and that they shall diligently avoid these actions, and that they shall not engage in any transaction and action that constitutes competition and/or unfair competition in violation of intellectual property rights, regardless of the means.

## **E. OTHER REGULATIONS**

- 21.** Istanbul (Central) Courts and Execution Offices are authorized to resolve disputes that may arise from the application of these Terms of Use.
- 22.** All notices to be sent to the relevant parties regarding these Terms of Use shall be sent to the e-mail address/addresses of Users with the Company.