

## WEBSITE CONDITIONS OF USE

**Before using the <https://www.uniconsult.com.tr> Website owned by Unicollect İnteraktif Hizmetler ve Danışmanlık Anonim Şirketi, read the Website Conditions of Use set forth below.**

### 1. PARTIES

The following terms and conditions shall apply to the **Users** who visit the **Uniconsult** brand's <https://www.uniconsult.com.tr> Website which is owned by Unicollect İnteraktif Hizmetler ve Danışmanlık Anonim Şirketi ("*Unicollect*").

### 2. DEFINITIONS

**Website:** Refers to the User platform that provides access to the services provided by Uniconsult through electronic media, via the URL address <https://www.uniconsult.com.tr>.

**User:** A person who agreed to these Conditions of Use, accessing the Website through electronic media and utilizing the services provided on the Website under the terms set forth in these Conditions of Use.

**Parties:** Refers to Uniconsult and the User.

**Conditions of Use:** These "Website Conditions of Use" which are provided on electronic media are executed to determine the rights and obligations of the parties during the Users' visit to the website.

**KVKK:** Refers to the Personal Data Protection Law no. 6698.

**Clarification Text:** Refers to the Clarification Text which can be found on the website <https://www.uniconsult.com.tr>.

### 3. SUBJECT AND GENERAL CLAUSES

- 3.1.** These Conditions of Use apply to Users who only access the Website from Turkey. If the User accesses the Website from outside of Turkey, different conditions of use shall apply depending on their location.
- 3.2.** These Conditions of Use are published on the Website to allow access to the persons who use the Website; and if the User declines the terms of these Conditions of Use, they must cease the use of the Website.
- 3.3.** At any time and at their own discretion, Uniconsult may unilaterally change the contents of these Conditions of Use and the information and contents included in the Website, add new information and contents to the regulations under the Conditions of Use and to the information and content already available on the Website, block the access of third parties to such information or delete said information. Uniconsult may exercise this right without prior notice at any time they wish; and the changes to be made on the information and contents of the Conditions of Use and the Website shall take effect once they are announced on the relevant Website.

Provisions that remain unchanged shall remain in force with full effect and consequences.

- 3.4.** By continuing to use the website, the user is deemed to have agreed to the changes made on the website. If the user does not accept these changes, they must cease using the website. The user agrees, represents and guarantees that, as long as they keep using the website, they shall follow any changes to the information and contents of these Conditions of Use.

#### **4. CONDITIONS AND OBLIGATIONS RELETED TO THE USE OF THE WEBSITE**

The users may start using the Website under these Conditions of Use. All of the contents of the Website were prepared by Uniconsult only for the purpose of informing the Users.

##### **Uniconsult;**

- 4.1.** While having all of the information and contents of the Website available for informational purposes, does not provide a guarantee as to the completeness of any content in the Website. All risks arising from the use of the information and contents of the Website belong to the User, and Uniconsult has no legal or penal liability. Again, if this Website damages the User's computer and/or other software tools due to viruses or similar reasons, the User agrees and guarantees that Uniconsult shall bear no legal and penal responsibility in this regard.
- 4.2.** Uniconsult may temporarily suspend or completely discontinue the operations of the Website at any time without prior notice. Uniconsult shall have no responsibility towards the Users or third parties due to the temporary suspension or complete discontinuation of the Website.
- 4.3.** Uniconsult is not responsible for any damages incurred/to be incurred by the User due to any technical difficulties that may occur in the existing services due to the operation of the Website.
- 4.4.** Uniconsult shall exercise the necessary due diligence in providing the services in a timely, reliable and fault-free fashion, to ensure that the results obtained from the use of the services are correct and reliable and that the service quality meets the expectations, however provides no guarantees as to the same.
- 4.5.** Uniconsult does not accept any responsibility for any failure to provide an equal internet and service quality for each User and shall not be the responding party to the User claims arising therefrom. Uniconsult shall take the necessary measures to provide the maximum level of service quality but provides not guarantees as to the same.

##### **User agrees, represents and undertakes;**

- 4.6.** That the information and contents provided by them on the transactions they will carry out on the Website are accurate and lawful, that they shall act in accordance with the provisions of these Conditions of Use, all of the conditions stipulated on the Website, the applicable legislation and the code of ethics, shall not engage in any unacceptable acts including but not limited to criminal acts pursuant to the Turkish Criminal Code no. 5237 and other relevant legislation, and that the legal and penal liability related to the transactions they carry out on the Website shall belong to them,

- 4.7.** Not to engage in any threatening, immoral, racist, discriminatory acts that violate the Laws of the Republic of Turkey, the laws of other countries in which they are citizens, international agreements, general codes of ethics, conduct and law,
- 4.8.** Not to publish any written/electronic contents, photos, images, newsletters, tables, graphics related to services and service information included in the Website that relate to Uniconsult and to the service/the provision of the service on any platform other than the Website, not to make any interventions to the Website such as using harmful software,
- 4.9.** Not to access the services provided on the Website in a way that is not defined by Uniconsult and without authorization, not to modify the features of the software and services in any way, not to use any that are clearly modified, and to cover all pecuniary and non-pecuniary damages that may be incurred by Uniconsult in case of a failure to comply with the aforementioned clauses,
- 4.10.** That the contents provided on the Website by Uniconsult and associated pages will not be allowed to be copied, reproduced or disseminated, or reverse-engineered in any way and that otherwise they will be held liable for any direct and/or indirect damages incurred or to be incurred by Uniconsult,
- 4.11.** Not to have or share any software or materials or make comments or post content on any platform that will harm the Website or make Uniconsult non-compliant before other natural and/or legal persons, brand/title/websites/mobile applications/blogs, and that in case of any legal/penal situation before Uniconsult and/or third parties all the legal and penal liability shall belong to the User,
- 4.12.** That links can be posted on the Website to certain websites/social media platforms or content that are outside of Uniconsult's control for informational purposes and such links shall not be deemed as an endorsement of such website/social media platform or content owner or a representation or warranty as to the information included in such website or content, that Uniconsult has no supervision or control over the activities that take place in such websites/social media platforms and Uniconsult is not directly or indirectly responsible for any of the content published by 3<sup>rd</sup> Parties, or for any damages or losses that are claimed to have been caused as a result of relying on or using any information, content, goods or services on any Website or source which are claimed to be owned by Uniconsult.
- 4.13.** Uniconsult may not be held responsible for any loss of right incurred by the User due to their failure to read and/or comply with the requirements of these conditions of use. By visiting the Website, the User is deemed to have expressly agreed to be bound by these requirements. In case of any violation of the Conditions of Use, Uniconsult reserves all of their legal rights and remedies.

## **5. PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 5.1.** The intellectual and industrial property rights for the “Uniconsult” brand and logo, the design, software of the Website owned by Uniconsult, any brand, design, logo, trade dress, slogan created by Uniconsult and any written/electronic content related to the presentation of the service/services, images, newsletters, tables, graphics related to the services, service information and all the other content are owned by Uniconsult.
- 5.2.** The User may not use, share, distribute, exhibit, reproduce or create derivative works based on any of the intellectual and industrial property rights owned by Uniconsult or its affiliates without the written consent of Uniconsult or its affiliates. The User may not publish all or any part of the Website, any image, content or information related to the service/services outside of the Website or use them in any other media without the written consent of Uniconsult. If the User acts in violation of the intellectual and industrial property rights of Uniconsult or of any third party, the User shall be obligated to indemnify Uniconsult and/or such third party for any direct or indirect damages and costs incurred as a result.

## **6. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

- 6.1.** Uniconsult places great importance on processing the personal data provided to them by the User through the Website in order to utilize the contents provided in accordance with all applicable legislation include KVKK, and on ensuring its safety and protection. Uniconsult shall not use or share with third parties the personal data provided to them by the Users through the Website and/or the forms on the Website for any purpose other than the ones specified in these Conditions of Use. However, if requested by authorized administrative and/or judicial bodies, in cases where the information must be provided in order to protect the rights and security of Uniconsult and/or the User and to the extent allowed by the requirements of the legislation, they may be shared with official authorities/institutions and organizations.
- 6.2.** The Clarification Text, which explains the purposes for which the personal data provided by the Users to Uniconsult through the Website can be processed, and obligations such as their retention period, is an integral part of these Conditions of Use.
- 6.3.** If links to certain websites / social media platforms are given by Uniconsult as specified in article 4.12 of these Conditions of Use and/or the users are redirected to the same, Uniconsult has no responsibility regarding the data collection, processing, transferring activities of such third-party sites or their content.
- 6.4.** Uniconsult shall also not be held liable for any cyber-attacks or criminal acts carried out on Uniconsult’s systems for any reason. The User agrees and undertakes not to make any claims to Uniconsult for any resulting damages in this regard.

## **7. FORCE MAJEURE**

- 7.1.** Force majeure shall be interpreted as events that occur beyond the control of **Uniconsult** despite them having exercised due diligence, preventing the performance of their obligations arising from these Conditions of Use; including but not limited to the situations acceptable as per legal regulations in addition to natural disasters, strikes, communication breakdown, infrastructure and internet issues, cyber-attack, planned or unplanned nationwide power/internet outages, regulation limitations, system upgrades or improvements, failures caused by the same, measures implemented by authorized Bodies and institutions, epidemics and contagious diseases, adverse weather conditions.

**7.2.** In situations that legally qualify as force majeure, **Uniconsult** shall not be obligated to perform its obligations under these Conditions of Use; shall not be held responsible in any way on account of any delay or incomplete performance in part or as a whole. The User agrees and undertakes not to claim any compensation under any name from **Uniconsult** on account of this or a similar situation.

## **8. ENTIRETY AND SEVERABILITY OF THE CONDITIONS OF USE**

**8.1.** If any of the provisions under these Conditions of Use is declared completely or partially invalid, unenforceable or unreasonable by any court, arbitral tribunal or administrative authority, these Conditions of Use shall be severed from such invalidity, unenforceability or unreasonableness and the remaining provisions shall remain in full effect.

## **9. GOVERNING LAW AND JURISDICTION**

**9.1.** Turkish Law shall govern any dispute arising from the conditions of use and rights under this Website and Istanbul Courts and Enforcement Offices shall have competent jurisdiction for the settlement of such disputes.

## **10. ENTRY INTO FORCE**

**10.1.** These Conditions of Use shall enter into force between the parties for an indefinite period after the User accesses the Website.

**10.2.** A User who visits the Website agrees, represents and undertakes that they have read these Conditions of Use in full, understood their content, accepted the provisions, requirements and regulations set forth in these Conditions of Use and that they shall not make any objections or pleas in this regard.