

## **TERMS OF USE AND USER AGREEMENT**

Please read these Terms of Use carefully before using our website. Customers who use and make purchases on this e-commerce website shall be deemed to have accepted the terms set forth below.

All web pages available on this website and all pages linked thereto (the "Site") are owned and operated by HASEN® BAYRAK DİREKLERİ ELEKTRİK ELEKTRONİK IND. & TRADE LTD. CO. (the "Company"), located at [www.hasenpaslanmaz.com.tr](http://www.hasenpaslanmaz.com.tr) .

By using the services offered on the Site, you ("User") acknowledge and agree that you are subject to these terms; that you are legally authorized, competent and over the age of 18 in accordance with the laws to which you are subject; that you have read and understood this Agreement; and that you agree to be bound by the terms and conditions set forth herein.

This Agreement imposes mutual rights and obligations on the parties regarding the Site. By accepting this Agreement, the parties declare that they shall fulfill all obligations completely, accurately and timely in accordance with the terms specified herein.

### **1. RESPONSIBILITIES**

- a) The Company reserves the right to change prices and the products and services offered at any time.
- b) The Company undertakes that the User shall benefit from the services subject to this Agreement, except in cases of technical malfunctions.
- c) The User agrees in advance not to engage in reverse engineering or any other activity aimed at discovering or obtaining the source code of the Site. Otherwise, the User shall be liable for any damages incurred by third parties and shall be subject to legal and criminal proceedings.
- d) The User agrees not to produce or share any content that is contrary to public morality, unlawful, misleading, offensive, obscene, infringing personal rights or intellectual property rights, or encouraging illegal activities. Any damages arising therefrom shall be the sole responsibility of the User. In such cases, the Site authorities reserve the right to suspend or terminate accounts and initiate legal proceedings, and to share information with judicial authorities if requested.
- e) Relationships between Site members and third parties are solely the responsibility of the respective parties.

### **2. INTELLECTUAL PROPERTY RIGHTS**

2.1. All registered or unregistered intellectual property rights on the Site, including but not limited to trade names, business names, trademarks, patents, logos, designs, information and methods, belong to the Company or the relevant right holder and are protected under national and international law. Visiting the Site or using its services does not grant any rights to such intellectual property.

2.2. Information on the Site may not be copied, reproduced, published, transmitted or used in whole or in part on another website without prior permission.

### **3. CONFIDENTIAL INFORMATION**

3.1. The Company shall not disclose personal information submitted by Users through the Site to third parties. Such information includes name, surname, address, phone number, mobile phone number, email address and any other information identifying the User, collectively referred to as “Confidential Information”.

3.2. The User consents to the sharing of their contact, portfolio and demographic information with the Company’s affiliates or group companies solely for promotional, advertising, campaign, promotion and announcement activities. Such data may be used to create customer profiles, offer tailored promotions and conduct statistical analyses.

3.3. Confidential Information may only be disclosed to official authorities where duly requested and where disclosure is mandatory under applicable legislation.

#### **4. DISCLAIMER OF WARRANTIES**

This clause shall be valid to the maximum extent permitted by applicable law. Services provided by the Company are offered on an “as is” and “as available” basis, without any express or implied warranties, including but not limited to merchantability, fitness for a particular purpose or non-infringement.

#### **5. REGISTRATION AND SECURITY**

The User is obliged to provide accurate, complete and up-to-date registration information. Failure to do so shall constitute a breach of this Agreement and may result in account termination without notice.

The User is responsible for the security of passwords and accounts on the Site and third-party websites. The Company shall not be liable for data loss, security breaches, or damage to hardware or devices arising therefrom.

#### **6. FORCE MAJEURE**

In the event that obligations under this Agreement cannot be fulfilled due to circumstances beyond the control of the parties, including but not limited to natural disasters, fire, war, civil unrest, strikes, lockouts, epidemics, infrastructure or internet failures and power outages (“Force Majeure”), the parties shall not be held liable. During such period, the rights and obligations of the parties shall be suspended.

#### **7. SEVERABILITY**

If any provision of this Agreement is deemed invalid in whole or in part, the remaining provisions shall remain in full force and effect.

#### **8. AMENDMENTS**

The Company reserves the right to amend the services offered on the Site and this Agreement at any time. Amendments shall become effective upon publication on the Site. Continued use of the Site constitutes acceptance of such amendments.

## **9. NOTICES**

All notices relating to this Agreement shall be sent to the Company's registered email address and the email address provided by the User during registration. The User agrees that such address constitutes a valid notification address and undertakes to notify the Company in writing within five (5) days of any change.

## **10. EVIDENCE AGREEMENT**

In any disputes arising from this Agreement, the Company's books, records, documents, computer records and fax records shall constitute conclusive evidence in accordance with the Turkish Code of Civil Procedure No. 6100, and the User agrees not to object thereto.

## **11. GOVERNING LAW AND JURISDICTION**

Any disputes arising out of or in connection with the interpretation or implementation of this Agreement shall be subject to the exclusive jurisdiction of the Ankara Courts and Enforcement Offices.