

MEMBERSHIP AGREEMENT

This membership agreement (“**Agreement**”) is concluded between Eselami Bilgi Teknolojileri Anonim Şirketi registered at the address Gürsu Mahallesi Atatürk Bulvarı 187BF Konyaaltı, Antalya Türkiye (“**Eselami**”) and You.

In this Agreement, Eselami and You will be individually referred to as the “**Party**” and together referred to as the “**Parties**”.

1. DEFINITIONS

In the application of this Agreement,

“**Buyer**” refers to the buyers, who buy retail products through Eselami B2C, or as the case may be, the potential buyers who solicit quotes through Eselami B2B for wholesale purchase,

“**Eselami B2B**” refers to the Eselami platform operating as part of the Website offering online exporting services on a wholesale basis,

“**Eselami B2C**” refers to the Eselami platform operating as part of the Website offering online exporting services on a retail basis,

“**My Account Page**” refers to the page that is specific to the Member that the Member can perform the necessary transactions in order to benefit from the Website, enter personal information and information requested from him/her on the basis of the application, and track the orders and that can only be accessed with the username and password specified by the Member,

“**Personal Data**” refers to any information pertaining to a specific or identifiable natural person (e.g. contact and identification information),

“**Disclosure and Approval Form for Protection of Personal Data**” refers to the form You have approved when You become a member of the Website, which is intended to inform You of the way in which Personal Data may be processed,

“**Package**” refers to the package that contains the product You have purchased through Eselami B2C,

“**Seller**” refers to the wholesaler, manufacturer, supplier or another natural person/legal entity that offers its products for retail sale through the Website,

“**You**” refers to yourself,

“**Consumer Protection System**” refers to the rules intended to protect the Buyers that has purchased a product through Eselami B2C and details of which are set out in the Website,

“Dispute Resolution Rules” refers to the rules published on the Website by Eselami for the resolution of disputes between the Buyers and the Sellers with respect to the purchases made through Eselami B2C,

“Member” refers to all natural or legal persons (including You) who are members of the Website within the scope of the membership agreement with Eselami,

“Website” refers to the electronic trading platform in the www.eselami.com domain name and the web pages in all subdomains of it as well as the mobile applications,

“Website Rules” refers to the general rules governing the use of the Web Site and that are published on the Website and may be updated by Eselami from time to time unilaterally.

2. **SUBJECT**

- 2.1 The subject of this Agreement is to define the rules on the use of the Website and the rights and obligations of the Parties.
- 2.2 Eselami may change, update or revoke the terms of the Agreement at any time without prior notice and/or warning in cases such as the introduction of new services, legislative amendment or the necessity to make technical changes.

3. **CONDITIONS REGARDING THE MEMBERSHIP**

- 3.1 It is compulsory to become a Member in order to navigate the Website as a registered user, make purchases or perform other transactions on the Website. When You become a member, clicking the relevant box for your acceptance of this Agreement shall mean that You have signed the Agreement.
- 3.2 You are required to write the correct, up-to-date and complete information that is requested in the membership form. After filling the membership form and accepting this Agreement, your membership to the Website becomes active. At any time Eselami may request You to prove the accuracy of the information that You have provided in the membership form by presenting an official document.
- 3.3 To become a Member You must be over 18 years old and have legal capacity to execute legal transactions. By signing this Agreement, You are deemed to satisfy these conditions.
- 3.4 In the absence of contrary arrangement in any other agreement between You and Eselami, You may delete your membership by entering the “My Account Page” at any time.
- 3.5 Eselami may freeze or cancel your membership in the event that You use the Website in defiance of the Website Rules or this Agreement.

4. **RIGHTS AND OBLIGATIONS OF THE MEMBER**

- 4.1** You acknowledge that You agree to be bound by the provisions of this Agreement, all the terms and conditions of this Website, the applicable legislation and the code of ethics in the transactions and correspondence You perform on the Website. Legal and criminal liability for the transactions and actions You perform on the Website shall solely belong to You.
- 4.2** You are solely responsible for the security and confidentiality of the username and password that You need in order to access My Account Page and perform transactions through the Website. You agree, declare and undertake that the transactions carried out with your own user name and password have been carried out by You in person, that You are responsible for these transactions, and that You shall not assert that transactions performed in this manner are not performed by You.
- 4.3** No one besides You may benefit from the membership. In this respect, You may not let others use any of the services provided on the Website, buy products in the name of others, or act on behalf of others.
- 4.4** You may not use the Website in any way for an unlawful purpose that disrupts the public order, violates the public morality, disturbs and harasses the others, infringes on the intellectual and copyright of others, and may furthermore not take any action to violate the rights of other Members or to prevent their use of the Website.
- 4.5** With this Agreement, You hereby undertake that You may not use the Website as described below or in any other unlawful and unethical manner:
- i.** Use of the Website on the purpose of creating a database, record or directory on behalf of any person, and controlling, updating or modifying it;
 - ii.** Use of the entire Website or a part of it on the purpose of disrupting, modifying or reverse engineering;
 - iii.** Performing action by using incorrect information or personal information of another person, opening of non-real Membership accounts by using incorrect or misleading personal data including wrong or misleading residence address, e-mail address, communication, payment or account information, and using such accounts illegitimately against the Agreement or the applicable legislations, using of another Member's account in an unauthorized way, being party or participant of transactions on behalf of another person or being participant in a wrong name;
 - iv.** Causing to spread of the virus or other technology that damages to the Website or database of the Website, or to any content on the Website;
 - v.** Collecting any information, including e-mail addresses of Members or Sellers without the prior consent of the relevant persons;
 - vi.** Being engaged in activities that may create unreasonable or disproportionately large uploads on the communications and technical systems determined by the Web Site or damage the technical operation, using “screen scraping” software or systems such as automatic program, robot, web crawler, spider, data mining and data crawling on the Website.

- 4.6** You are obliged to ensure that the transactions You perform on the Website do not damage the Website technically under any circumstances. You acknowledge and undertake to take all necessary measures including the use of the required protective software and licensed products to ensure that all the information, content, material and other content You provide to the Website do not contain any kinds of programs, viruses, software, unlicensed products, trojans, etc. that may harm the system. You agree not to enter the My Account Page by means of a robot or automatic login methods.
- 4.7** You are solely responsible for the accuracy of all information that belongs to You on the Website. Both the information You provide during the membership and the information You provide when shopping shall be correct and complete, You shall use your real name/surname during the membership and provide your contact information accurately and completely. If that information changes subsequently, You shall make the necessary changes by entering your My Account Page as soon as possible.
- 4.8** While filling the membership form and/or doing shopping, You shall inform of some Personal Data by entering this data into the Website. This Personal Data is required for the performance of the services offered through the Website and You consent to give us your information.
- 4.9** Eselami is not responsible for the authenticity, reliability, accuracy or lawfulness of any visual, written or other content on the Website that is not published by it and Eselami has no obligation to check the accuracy of such content and in this case, it has no responsibility.
- 4.10** Eselami reserves the right to change the contents of the Website, to change or terminate any services provided to Members at any time.

5. ESELAMI B2B

Through Eselami B2B You may contact the Sellers and received quotes for products on a whole basis. If you come to terms with a Seller, the responsibility to conclude and perform this Agreement belongs solely to you and the Seller. Eselami has no role, power or obligation with respect to the conclusion or performance of such agreement. It is advisable that You receive legal services from a lawyer experienced in this field of practice and sign with the Seller an agreement regarding the transaction containing, among others, provisions on the products purchased, description, price and terms of delivery.

6. SALES AGREEMENT

- 6.1** When You purchase a product through Eselami B2C, a separate Sales Agreement shall be executed to govern such purchase.
- 6.2** All purchases made through Eselami B2C are covered by the Consumer Protection System that is described on the Website in detail. In this system, in brief,
- You pay the product price to Eselami pursuant to Sales Agreement,
 - Until the Package is delivered to You in accordance with the Sales Agreement, payment shall be kept by Eselami,

- Upon delivery of the products, Eselami transfers the product price to the Seller.

7. RETURN POLICY

- 7.1** Product return policy is determined by each Seller separately. Product return policy for each product is located on each product listing page. Eselami has no authority or liability in this regard.
- 7.2** You may initiate an “communication process” through Eselami because of the defective, incomplete or incorrect product or any other complaint. In this case, the Seller and You are expected to resolve this issue in an amicable manner. If the issue could not be resolved between the You and the Seller, You may escalate the issue to the Dispute Resolution Board. All such dispute resolution process shall be carried out in compliance with the Dispute Resolution Rules.
- 7.3** Article 6 and Article 7 are contemplated only for retail purchases conducted through Eselami B2C and therefore shall not apply to transactions triggered through Eselami B2B.

8. CONFIDENTIALITY

- 8.1** Eselami shall not disclose to third parties any information You have given without your consent and shall keep them confidential. Meanwhile, the information You provide to Eselami shall be shared with Eselami's employees, its consultants and the institutions and organizations that it cooperates to the extent necessary for the performance of the provided services.
- 8.2** The restrictions in Article 7.1 shall not apply to the information which has already been available to the public or has been previously disclosed without omission of Eselami, and also it shall not apply to the information to be disclosed as required by the court decision, the applicable legislation, and the order of public institutions and organizations.
- 8.3** Eselami also may anonymize information on the transactions You have performed on the Website; store them for statistical assessments, marketing campaigns, reporting, performance assessments, and process them in various forms.
- 8.4** Eselami may communicate the Personal Data obtained in the course of the membership to the Website and/or shopping to other Members and/or Sellers who may be parties to a dispute, if such dispute concerns a crime such as forgery or fraud provided that such disclosure of Personal Data shall only be limited with the subject matter of the dispute.
- 8.5** The provisions of the Disclosure and Approval Form for Protection of Personal Data shall apply to the matters not governed in this article.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1** Eselami brand and logo, design, software, domain name of the eselami.com mobile application and Web Site and all information, source code, software, text, document, shape, logo, design, slogan, business idea and methodology on the Web Site and any intellectual and industrial property right on the trademark exclusively belong to Eselami. Without Eselami's permission, any information or pictures contained on the Website or in electronic messages sent to You may not be copied, reproduced, mailed, transmitted.
- 9.2** The intellectual property rights of the information, photos, images and other content related to the products offered on the Website are owned by Eselami and the relevant Seller. The use of this content without the written consent of Eselami and the relevant Seller is against the law.
- 9.3** If Eselami, Sellers or other third parties suffer damage due to your violation of obligations under this article, the ones who suffer damage may claim for indemnification of damages for direct and indirect damages incurred by You.

10. SECURITY

- 10.1** Eselami takes the utmost care to take necessary measures against all kinds of attacks, computer viruses and other malicious software that may come to the Website over the Internet. On the other hand, Eselami is not responsible for the damage to the Website caused by such attacks, viruses and malicious software.
- 10.2** In the course of using the Website, You must connect to the Internet from a computer free of viruses, worms or any other malicious software. Eselami reserves the right to suspend and/or cancel your membership in the event of unusual user activity on the Website that uses your member name. In the event that Eselami, other Members and Sellers suffer damage due to the fact that You infect Website with viruses, trojans and similar malicious software, the relevant party may claim for compensation against You.

11. LIABILITY LIMITATION

- 11.1** Eselami has no responsibility whatsoever for any relation between You and other Members and Sellers.
- 11.2** However, whatever the source of the liability is, Eselami's liability towards You is limited to EUR 50 per Package.

12. MISCELLANEOUS PROVISIONS

- 12.1 Set off and deduction.** Eselami may set off and deduct any receivables (including interest and damages) arising from the Agreement or Sales Agreements, and any claim for damages made by third parties against its obligations to you or your assets possessed by Eselami without giving notice to You.
- 12.2 Agreement on evidence.** Eselami's official books, commercial records, electronic information and computer records kept in its database and servers are binding and exclusive evidence in disputes arising out from this Agreement. This article is in

nature of an evidence agreement in the meaning of Article 193 of Turkish Civil Procedure Code No. 6100.

- 12.3 Applicable law and settlement of disputes.** This Agreement shall be governed by the laws of the Turkish Republic and Courts of Turkish Republic are exclusively authorized to settle the disputes arising from this Agreement. Antalya Courts and Execution Offices shall be entitled to the settlement of disputes arising out of this Agreement.
- 12.4 Notification.** Eselami shall contact You via the e-mail address You provided at the time of registration, by calling the phone number or sending an SMS to that phone number. You must keep your e-mail address and phone number updated on My Account Page.
- 12.5 Severability of the agreement.** In the event that any provision of this Agreement is decided to be wholly or partially invalid or unenforceable by any competent court, arbitration committee, or administrative authority, this Agreement shall be deemed to be severable to the extent of invalidity or unenforceability, and other provisions of this Agreement shall remain in full force.
- 12.6 Assignment of the agreement.** Without the prior written consent of Eselami, You shall not, in whole or in part, assign your rights and/or obligations under this Agreement.
- 12.7 Waiver.** Failure by a Party to exercise or execute any right granted to it in the Agreement shall not constitute a waiver of such right or shall not hinder the subsequent exercise or execution of such right.