

## **E-PIRI USER AGREEMENT (TERMS AND CONDITIONS)**

Thank you for choosing E-piri Mobile Application. Before using the E-piri Mobile Application, please read these terms and conditions carefully.

This membership agreement ("Agreement") is signed by E-piri Electric Vehicles Charging Systems Berkut Teknoloji. ("Company") and its members ("Member(s)", together with the Company, jointly, "Parties") set forth the terms and conditions applicable to the services to be provided by the Company to the Members.

Before you start using the Services, you must have read this Agreement on the membership screen during your membership to the E-piri Mobile Application and if you complete the registration process, you will be deemed to have read and accepted this Agreement.

It may partially or completely change the services offered on the E-piri Mobile Application and the terms of the Agreement. Such changes will first be updated on the E-piri Mobile Application, sent to your e-mail address registered in the system and/or sent to you via push notifications. Following the notification of changes we have communicated to you, you are deemed to have accepted these changes by continuing to benefit from the services provided.

### **GENERAL PROVISIONS**

During the membership of the E-piri Mobile Application, you may request some information that may be needed for the provision of services; Accordingly, you are responsible for the accuracy and timeliness of the information you provide while subscribing to the E-piri Mobile Application. After filling in the information requested during the membership, if you press the "Register" button, your membership will be completed assuming that you have accepted the terms and conditions set out in the Agreement.

It is your personal responsibility to maintain the confidentiality of your password that you have registered in the system during your membership, and E-piri does not accept any responsibility in case the password is shared with other persons or organizations.

You have the opportunity to change your personal information and password information at any time by completing the necessary verification procedures from the "Profile" tab in the E-piri Mobile Application.

It takes all necessary measures in its own systems to protect the E-piri Mobile Application from viruses and similar software. Accordingly, E-piri does not accept any responsibility for the errors that may arise from the User's own software and operating systems and their direct or indirect consequences.

E-piri does not accept responsibility for user comments and shared messages made within the Mobile Application. In case of use of the E-piri Mobile Application in a way that is contrary to the rules of ethics, disruptive to public order, violates the personality rights of others and/or infringes the intellectual property rights of others; E-piri may suspend the account of the User who has taken such actions or terminate his / her contract and cancel his/her membership.

## **SERVICES**

The Company provides its Members with service(s) that allow them to charge their electric vehicles on the Company's network of stations ("Service(s)"). In this context, Members shall have the static information (location, working hours, technical specifications, etc.) and dynamic information (price information, suitability information of the station, etc.) regarding the charging stations operated and/or made available for use by the Company (together with itself and/or its business partners) and the Members, if available and technically feasible, the Member's static information (location, working hours, technical specifications, etc.) and if available and technically feasible, the information contained in the electric vehicle used by the Member and communicated to the Company during the membership application. will be able to follow from the navigation system. The Company is responsible for the accuracy of such information as of the time it is provided, but is not responsible for any changes to such information, nor is it responsible for any damage, damage and/or loss that may be incurred by such information as a result of its alteration at the time of receipt of the charging station chosen by each Member concerned, after the information was provided. In particular, the Company shall not be liable in any way for the provision of access to the point where the respective charging station is installed, contained in the static information. The Company's liability for damages that may be incurred during the provision of the Services and/or by any relevant Member while using the Services is limited to events that are under the Company's direct control and that arise from the Company's fault.

The navigation service provides the route information you request based on satellite imagery, and E-piri does not make any commitment regarding the route and map information it proposes on these platforms. The User shall not use the Navigation to create other content, products or services that may violate the obligations contained in this Agreement.

In order to benefit from the Navigation service, the User must allow his/her location information to be accessed by the E-piri Mobile Application. However, the User will be able to change the access preference for location information at any time through the device settings.

## **INTELLECTUAL PROPERTY RIGHTS**

Regarding the software and design of the E-piri Mobile Application, the financial rights regulated within the scope of Articles 21 to 25 of the Law on Intellectual and Artistic Works

No. 5486, including the right to transmit to the public by means of means of processing, reproduction, dissemination, representation, sign, sound and / or image transmission, and the public offering authority regulated under Articles 14 to 17, the right to specify the name, to prohibit the modification of the work, The moral rights of the author, including the rights against possession and ownership, belong to E-piri.

Unauthorized use of the trademarks, designs, patents and content (information, pictures, logos, trademarks, icons) displayed on the E-piri Mobile Application and protected by E-piri in accordance with the Industrial Property Law and the Law on Intellectual and Artistic Works is prohibited.

All elements of the Company, including but not limited to all platform, text, images, html code and other codes used by the Company in the provision of the Services, belong to or have legal and/or contractual rights in them.

### **CHANGES TO THE AGREEMENT**

The Company may, without being bound by any conditions, permissions and/or approvals, at its sole discretion and unilaterally, modify this Agreement at any time it deems appropriate by posting it on the website, application and/or other platform. The amended provisions of this Agreement shall automatically become effective upon any Member's use of the Services on or after the date of their announcement, without any further action, and the remaining provisions shall remain in full force and effect and shall continue to give rise to their provisions and consequences.

### **PRIVACY POLICY**

The Company may not use the information provided to it in any way and for any purpose other than the manner and purposes of use listed under this Agreement, any of which may be associated with the Member.

### **PROTECTION OF PERSONAL DATA**

E-piri acts in accordance with the KVKK in the processing and transfer of your personal data, attaches high importance to the security of your personal data and takes technical and administrative measures in accordance with current technological developments in accordance with Article 12 of the KVKK.

Personal data we collect through the E-piri Mobile Application; Within the scope of E-piri Mobile Application, marketing and analysis studies by tracking user movements, planning and execution of customized user satisfaction activities, improving user experience, profiling, creating personalized user experience and promotion suggestions, customizing and recommending products and smart devices of E-piri to you according to users' likes, usage habits and needs limited to its purposes, it may be processed by E-piri within the scope of

the contractual relationship and within the scope of the provision and improvement of the services offered on the E-piri Mobile Application.

You can review our Clarification Text to get information about your personal data you have provided within the scope of membership and the purposes of processing and transfer of these personal data, your rights as a relevant person regulated in Article 11 of the KVKK and the details of the E-piri application methods. In addition, you always have the opportunity to update your personal data that you declared when registering on the E-piri Mobile Application from the "Profile" screen.

### **THIRD-PARTY APPS**

E-piri may link to certain third-party applications and/or websites within the E-piri Mobile Application in order to facilitate accessibility. E-piri does not make any commitment that the third party applications and/or websites to which it links will work uninterruptedly and flawlessly. The link provided is provided to you solely for the purpose of facilitating accessibility; E-piri does not accept any liability whatsoever for the services, privacy or security promised to be provided on third-party applications and websites.

### **OTHER PROVISIONS**

This Agreement shall remain in force until the User's cancellation of his/her membership via the E-piri Mobile Application "Profile" screen or the cancellation of the User's membership by E-piri within the conditions specified in the Agreement.