

www.shipeedy.com.tr

www.arkaslojistik.com.tr

TERMS OF USE and MEMBERSHIP AGREEMENT

LEGAL NOTICE: All natural and legal persons and third party service provider(s) who visit and use the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com or and/or who have become a member to the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com by approving this Agreement accept that they have read these Terms of Use ("Terms of Use") in their entirety, understand all the content, accept the terms contained in these Terms of Use, as well as any future amended versions of these terms announced on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, and in addition to all terms, conditions and regulations on www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com that they will not make any objections or pleas regarding these matters.

These Terms of Use are published on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com in a way that allows access to all natural and/or legal persons using the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com; the visitors or users must immediately discontinue their use of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and the content and Content Services included in this website in the event that they do not accept the issues included in these Terms of Use.

ALL TERMS AND CONDITIONS INCLUDED IN RELATION TO THE USERS WHO ARE DEFINED AS THE "PURCHASER" AND WHO BENEFIT FROM THE CONTENT SERVICES THAT ARE A SUBJECT OF THE WEBSITE BELOW ARE ALSO BINDING AND TAKE EFFECT, AS APPLICABLE, FOR ALL USERS AND VISITORS OF www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com

1. PARTIES

These Terms of Use and Membership Agreement ("Agreement") between "SHİPEEDY LOJİSTİK A.Ş. / ARKAS LOJİSTİK A.Ş." (hereinafter referred to as "SHİPEEDY LOGISTICS / ARKAS LOGISTICS/ARKAS LOJİSTİK") and real persons who wish to approve this Agreement in order to benefit from guidance, offers, information, news, opportunity presentation, service promotion, service sales and similar content services (hereinafter referred to as "Content Services") which are free and/or paid logistics themed and offered by LOGISTICS / ARKAS LOGISTICS over the addresses www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and/or mobile applications and who are deemed to be authorized to represent and bind directly or implicitly in matters related to the procurement of the services that are a subject of this Site and the legal entities they represent in a way that it would be valid in accordance with the Turkish Commercial Code and relevant legislation for persons rendered as "commercial agent", "commercial representative", "merchant transaction officer", "authorized representative", "authorized signatory", "deputy", "transaction officer" or legally as a party to a transaction by merchants or commercial businesses with the qualification of natural person merchant or legal person "merchant" (hereinafter collectively and separately referred to as the "PURCHASER") is established and entered into force as soon as the "I have read and accept the terms of Membership Agreement and I have read the Clarification Text" online button is clicked and the declaration of acceptance is registered in the records of SHİPEEDY LOGISTICS / ARKAS LOGISTICS.

2. PRELIMINARY INFORMATION CONFIRMATION

The PURCHASER accepts and declares that they are informed about issues such as basic features of the content services, sales price, payment method and all other matters in accordance with the Distance Sales Regulation and that they have received preliminary information and that this Agreement is binding.

3. AGREEMENT SERVICES AND FEATURES

Under this Agreement, the PURCHASER has benefited from or has purchased one or more of the content packages defined as Content Services, the features of which are specified in www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com. The features and terms of use of the Content Services benefited from or purchased are as stated on the promotional page of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, and in accordance with all information and documents available in written, oral and internet environment transmitted to the PURCHASER .

SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS accepts and agrees to provide the Content Services offered by SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS on www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and/or mobile applications and are to be determined by the unilateral discretion of SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS, to the PURCHASER within the limitations, terms and conditions for the selected service category, and at the prices and conditions specified in advance; and the PURCHASER accepts the terms of service and agrees to pay the service fee to SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS.

The PURCHASER accepts this Agreement and the features that are considered to be an integral part of this Agreement and that the Content Services of which service terms of use have been indicated to them on the promotional page of the website www.shipeedy.com.tr and in the subsequently transmitted offers, contracts and related correspondences and negotiations are fulfilled by the third party actual carriers or service providers if and only if the service fees of the Content Services are paid fully and completely and within specified periods, that the works and transactions that are a subject of the Content Services will only be provided to the PURCHASER and the service user it represents if all conditions, including appropriate information transfer, offer terms to be mutually detailed, terms and conditions applicable to the relevant service, and payment are fulfilled by the PURCHASER in a timely and complete manner.

4. DATE OF AGREEMENT

This Agreement shall be established and executed at the moment the PURCHASER clicks the **"I have read and accept the terms of Membership Agreement and I have read the Clarification Text"** button on www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com referring to the fact that the Agreement has been read and accepted by them and that the statement of acceptance is registered to the records of the SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS, and it shall have effect and consequence as of that moment.

5. MEMBERSHIP PROCEDURES

a. The PURCHASER has the opportunity to create a membership with the e-mail address they have given at registration or the GSM number they are currently using. More than one membership may not be created with the same e-mail address/GSM number. The PURCHASER shall use the e-mail address

that they have given during registration as the username and shall have a password to be determined by themselves.

The PURCHASER may change their password at any time. The responsibility for the selection, changing and protection of the password and the use of the account to be created belongs entirely to the PURCHASER and the merchant and legal entity that they have declared to represent.

b. The PURCHASER accepts and undertakes that all information submitted to SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS during membership creation and use of the services is correct and that SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS shall not be responsible for any problems that may arise from any incorrect or incomplete information submitted by the PURCHASER.

c. The PURCHASER accepts and undertakes that, by entering the username and password they have determined, they can use the Content Services subject to the Agreement, and that SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS shall not be responsible for not being able to use the services due to an incorrect username and/or password entry.

d. The PURCHASER accepts and undertakes that they will show the necessary attention and care to ensure their password and username are kept confidential, that they will not disclose the password and username to any third party, that they will immediately inform SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS if they learn or suspect that their password has been obtained by unauthorized third parties, that they will be personally responsible for all amounts and any damages that are subject to the Content Services which may arise from the use of their password and username by third parties, and that SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS will not be responsible for those.

6. REPRESENTATIONS AND WARRANTIES OF PARTIES

a. The PURCHASER has acquired the right to receive services under the service terms and limitations specified in www.shipeedy.com.tr and its applications by purchasing the Content Services that are a subject of the Agreement as this Agreement has entered into force.

b. The services, content and information on this website are provided "as is". SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS disclaims all warranties (direct, indirect, emerging legally or otherwise) to the fullest extent permitted by law. These include but are not limited to, warranties of merchantability, non-infringement of third-party rights, and fitness for a particular purpose. SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS, its affiliates and licensors do not make any representations or warranties regarding the accuracy, completeness, security or up-to-date status of the services, content or information transmitted on or through the SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS website or systems. Any information obtained through the systems or website of SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS does not constitute any warranty that is not expressly stated in these terms and conditions.

Some jurisdictional decisions do not allow the limitation of the implied warranty. Therefore, the limitations and exclusions in this section may not apply to the PURCHASER. As this site is built between commercial parties and on the fact that the PURCHASER is a person with the qualification of a merchant and/or their representative, if one is a "consumer" in accordance with the relevant legislation, the provisions herein cannot be waived, and the fact that the PURCHASER is a "consumer" does not change one's legal rights and

responsibilities related to the Content Services herein. By being a party to the "Membership Agreement" and utilizing the website services and Content Services, the PURCHASER shall be deemed to have accepted and undertaken that the responsibilities and warranty limitations and exceptions brought by the terms and conditions stated herein are fair and reasonable under all circumstances.

c. To the extent permitted by law, SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS, its affiliates, licensors or third parties mentioned on the SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS website may not be held responsible for any incidental, indirect, special, punitive and other damages, loss of profit, and losses arising from business disruptions or lost information due to use or failure of use of SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS website or SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS systems, services, content or information, even if they are based on warranty, contract, tort, crime or another legal concept and SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS has been warned about the possibility of such damages. Without being limited to the foregoing and to the extent permitted by applicable law, the PURCHASER is deemed to have accepted and committed in advance that under no circumstance will the total liability of SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS exceed 100 EUR for any damage (direct or otherwise) or loss which is contractual or depending upon tort or otherwise, whether in a way of litigation or claim. To the extent permitted by law, the indemnities specified for the PURCHASER in the special terms and conditions of the Content Services stated herein are reserved and their scope is limited only to those expressly presented.

d. Unless otherwise stated in writing, the transport products and services mentioned on these web pages are subject to the <<[SHİPEEDY and ARKAS Lojistik A.Ş. Logistics Services General Terms And Conditions](#)>> that SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS will transmit to the PURCHASER specifically for the individual transaction related to the transport, which is accessible to the PURCHASER over the website, and to the service-specific terms contained in the Offer Form that defines the Content Services. Since <<[SHİPEEDY and ARKAS Lojistik A.Ş. Logistics Services General Terms And Conditions](#)>> and the Offer Form may vary according to the location of the country of origin of each relevant shipment in the transport documents (bill of lading, CMR, CIM, etc.) related to the transport or the related parties of the relevant transport, the actual carrier and/or the law to which they are subject, and the PURCHASER accepts that <<[SHİPEEDY and ARKAS Lojistik A.Ş. Logistics Services General Terms and Conditions](#)>> and the Offer Form, as well as the local terms and conditions applicable to the transport documents, shall also apply.

e. The PURCHASER accepts and undertakes that the Content Services offered by SHİPEEDY LOGISTICS / ARKAS LOGISTICS / ARKAS LOGISTICS may only be used under the terms of this Agreement. SHİPEEDY LOGISTICS / ARKAS LOGISTICS may terminate the membership without giving any reason when it deems necessary and may reject the Membership request made by the PURCHASER whose membership has expired. In this case, the PURCHASER may not make any claim or demand against the SHİPEEDY LOJİSTİK A.Ş. / ARKAS LOJİSTİK A.Ş. or www.shipeedy.com.tr. SHİPEEDY LOGISTICS / ARKAS LOGISTICS has the authority to set several terms for acquisition of member status and to be a member of www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, to change the terms it has determined, to add new terms, and to accept or reject membership even if all conditions are fully met. SHİPEEDY LOGISTICS / ARKAS LOGISTICS may reject the membership application made over www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com at any time, without giving reasons; the PURCHASER, whose membership application is not accepted/canceled irrevocably accepts, represents and undertakes in advance that they shall not make any claims or demands from SHİPEEDY LOGISTICS / ARKAS LOGISTICS.

f. The fact that SHİPEEDY LOGISTICS / ARKAS LOGISTICS offers Content Services under this Agreement does not mean that it gives a commitment or warranty to the PURCHASER regarding the supply of hardware and/or software or the proper functioning of the existing hardware and/or software.

g. The content of www.shipeedy.com.tr is provided only on an "as is" and "as available" basis. SHİPEEDY LOGISTICS / ARKAS LOGISTICS does not make any warranty or commitment that www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com will work flawlessly or continuously; it does not have any responsibility for the fitness for purpose of www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, the access to www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com or the PURCHASER's failure to achieve a certain outcome as a result of its use of www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com. SHİPEEDY LOGISTICS / ARKAS LOGISTICS cannot be held responsible for any interruption of www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, any delays, disruptions and any failure without limitation and cannot be held responsible for data loss experienced on www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com.

Also, SHİPEEDY LOGISTICS / ARKAS LOGISTICS may, at any time, temporarily suspend or completely stop the operation of the system and the provision of services due to technical problems and/or developments. The PURCHASER accepts and undertakes that they will not demand any indemnity or similar rights and compensation from SHİPEEDY LOGISTICS / ARKAS LOGISTICS under any name due to the temporary suspension of services for this reason.

h. The websites and pages of SHİPEEDY LOGISTICS / ARKAS LOGISTICS may contain unintentional mistakes or typographical errors. When such errors are found, they will be corrected at the discretion of SHİPEEDY LOGISTICS / ARKAS LOGISTICS. The information on these pages is updated regularly. However, when changes are made with updates, errors may not be fixed or new errors may emerge. The source of some information accessed from the internet pages may not be SHİPEEDY LOGISTICS / ARKAS LOGISTICS. SHİPEEDY LOGISTICS / ARKAS LOGISTICS does not assume any liability or responsibility for such content.

i. Content Services offered by SHİPEEDY LOGISTICS / ARKAS LOGISTICS shall be uninterrupted, continuous, secure and of the highest quality possible, in line with industry standards. The existence of the actual carriers' dispositions that are a subject of Content Services, for which SHİPEEDY LOGISTICS / ARKAS LOGISTICS has no fault and/or which are outside the control of SHİPEEDY LOGISTICS / ARKAS LOGISTICS, such as the suspension, modification, cancellation or modification of a Content Service by the third party actual carriers, who are directly involved in the fulfilment of the said service, is accepted as a force majeure situation.

The PURCHASER accepts and undertakes that SHİPEEDY LOGISTICS / ARKAS LOGISTICS will not be responsible for any problems that may arise regarding the delivery of the service due to any circumstances arising from any interruptions in the service, image quality and security problems due to interruptions to the internet, speed reduction and similar reasons, and/or due to the emergence of general confusion in the country, such as war, terrorism, strikes, general power outages, earthquakes, flooding, third party acts, carriers or individual dispositions of these actual carriers, or a similar force majeure.

i. SHİPEEDY LOGISTICS / ARKAS LOGISTICS may unilaterally change this Agreement and the Terms of Use included in this Agreement, at its sole discretion, at any time, provided that it does not contradict the provisions of the current legislation, by announcing via www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com. The amended provisions of this Membership Agreement and the Terms of Use shall be valid as of the moment they are announced on www.arkaslojistik.com.tr,

www.shipeedy.com.tr or www.shipeedy.com; the remaining provisions shall remain in effect and continue to take effect and bear consequences.

In addition, SHİPEEDY LOGISTICS / ARKAS LOGISTICS reserves the right to change the domain name of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com on which it provides the Content Services, and the appearance, design, content of the website and applications, as well as the contents, at any time.

j. The PURCHASER accepts, represents and undertakes that SHİPEEDY LOGISTICS / ARKAS LOGISTICS may unilaterally change the provisions of this Agreement, add new articles or remove articles due to reasons such as technical obligations, discretion right depending on commercial requirements or changes to occur in legislation, etc. In the event that the changes to be made in the Agreement are not accepted by the PURCHASER, the PURCHASER shall have the right to terminate this Agreement immediately. SHİPEEDY LOGISTICS / ARKAS LOGISTICS reserves the right, at its sole discretion and disposition, to not provide Content Services and/or to suspend or to terminate the agreement in the event that the PURCHASER does not accept any changes to the Agreement.

k. In order to benefit from the paid services with this Agreement, the PURCHASER accepts, represents and undertakes that their computer or other electronic devices and technical equipment to be used with the product and/or service meet the necessary minimum criteria. SHİPEEDY LOGISTICS / ARKAS LOGISTICS has no responsibility and they will not make any demands from SHİPEEDY LOGISTICS / ARKAS LOGISTICS under any name in cases such as not being able to benefit from or completely benefit from the services, incomplete access to information, irregular follow-up by the PURCHASER of the notifications to be made via the website, e-mail, telephone, SMS and other communication channels due to computer and/or technical equipment not complying with these criteria.

l. The PURCHASER accepts that the Content Services are a service that SHİPEEDY LOGISTICS / ARKAS LOGISTICS will provide, especially through data flow and communication over the internet, and that SHİPEEDY LOGISTICS / ARKAS LOGISTICS is not obliged to make the same notifications through alternative communication channels. However, the PURCHASER accepts, represents and undertakes that SHİPEEDY/ARKAS shall have the autonomy to use alternative communication channels at its own discretion; and that in the event that SHİPEEDY LOGISTICS / ARKAS LOGISTICS uses, depending on its own initiative, any alternative communication channels other than the account and mailbox to be created in the name of PURCHASER on the website, all notifications to be made to the PURCHASER through said channels shall also be met by the PURCHASER; that all notifications to be made by SHİPEEDY LOGISTICS / ARKAS LOGISTICS through alternative access channels shall also be deemed to have reached the PURCHASER and to have been received by the PURCHASER; and that SHİPEEDY LOGISTICS / ARKAS LOGISTICS has no obligation or responsibility to use alternative communication channels.

m. The PURCHASER accepts, represents and undertakes that the quota of the internet package through which they connect while using SHİPEEDY LOGISTICS / ARKAS LOGISTICS services shall be affected by this situation and that SHİPEEDY LOGISTICS / ARKAS LOGISTICS shall not be responsible for any possible access costs, quota excess and consequences.

n. SHİPEEDY LOGISTICS / ARKAS LOGISTICS makes all reasonable efforts to keep viruses away from these web pages but cannot undertake this and does not accept any responsibility for viruses. Please take all necessary precautions before downloading information from these pages.

o. Against the risks of various attempts to defraud Internet shoppers by using SHİPEEDY LOGISTICS / ARKAS LOGISTICS' name and SHİPEEDY/ARKAS and SHİPEEDY/ARKAS brands without permission in e-mail communications and graphics appearing to be sent from SHİPEEDY LOGISTICS / ARKAS LOGISTICS, the PURCHASER is expected to be careful against malicious third parties by showing the utmost attention and care.

In most cases, through fraud by malicious supplying and copying of their personal data from the PURCHASER in the communications, the PURCHASER may be asked by the wrong persons and institutions, and through the wrong channels to make payments.

Please be aware that SHİPEEDY LOGISTICS / ARKAS LOGISTICS does not request any payment to bank accounts other than those it has opened as an official corporate bank account. SHİPEEDY LOGISTICS / ARKAS LOGISTICS only receives money for official shipping fees associated with itself.

This safety notice does not affect the purchaser's obligation to pay shipping, customs, VAT or similar charges. Part of these fees may be paid by the PURCHASER to third parties, as defined by SHİPEEDY LOGISTICS / ARKAS LOGISTICS, whether within the scope or out of the scope of the Content Services, at any stage of the transport or during the delivery of the cargo to its recipient.

SHİPEEDY LOGISTICS / ARKAS LOGISTICS does not accept any responsibility for fees paid or payments made as a result of fraudulent activities, no matter how it has taken place.

p. The PURCHASER may not use someone else's IP address, e-mail address, PURCHASER name, and other information while accessing the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, and may not access or use the confidential information of other PURCHASERs and members without permission, and may not take any action for this purpose or to cause this result. Otherwise, all legal and penal responsibility belongs to them.

r. The PURCHASER accepts, represents, and undertakes that, in the use of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and in all transactions and correspondence carried out on the website www.shipeedy.com.tr, they shall act in accordance with these Terms of Use, all conditions specified on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, within the laws of the Republic of Turkey and all applicable legislation, public order and general morality and etiquette; that they shall, avoid transactions, actions and behaviours that will damage www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, the personal or commercial reputation of SHİPEEDY LOGISTICS / ARKAS LOGISTICS and its brands and/or further third person natural or legal entities, prejudice their personal rights, have an unlawful nature, may constitute a crime, that legal and penal responsibility for all transactions to be made through the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com.

s. The PURCHASER may in no circumstances use the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com in a way that is disruptive of the public order, contrary to general morality, disturbing for others, for a purpose contrary to law, that may infringe the rights of others and/or cause a result of such nature. In this manner, the PURCHASER is obliged to fulfil any transaction that they will perform on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com for legal purposes. The PURCHASER knows and accepts that they are legally, penally and administratively responsible in person for all transactions and actions that they have performed through the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or

www.shipeedy.com and that because of these transactions www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com may not be held responsible.

t. The PURCHASER may not take any action that hinders or complicates utilization of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com by another PURCHASER, members and visitors, may not force or lock servers or databases by loading automatic programs, may not take any deceptive and/or tricky actions or attempts. All legal, penal and administrative liability that may arise in case of violation of the matters mentioned in this article belongs to the PURCHASER.

u. The PURCHASER may not copy, modify, reproduce, distribute, share or process in any way the pictures, texts, videos, lists, catalogues, promotions, advertisements, information, content, design, code and software, visual and audio images on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, and any information or content on the website and in the databases of SHİPEEDY LOJİSTİK A.Ş./ARKAS LOJİSTİK A.Ş., without being limited to these, and may not create any other content by using them, compiling them, publishing them directly or indirectly on other channels, transferring them to other databases, opening them to access and use by third parties through another database, and taking any action that will lead to this result, including giving a link to advertisements and pages on the Website.

ü. Partially or completely modifying the website or any part of the website, corrupting it, using it in an unauthorized manner, using it for reverse engineering purposes, trying to break API protocols using any method, interfering with the operation of the Website systems or attempting to do so, using any tool, software or methods for this purpose, accessing Portal parameters without permission or sharing these parameters with third parties, using a robot, spider, web crawler, automatic program, data crawling, data mining and similar screen scraping software or systems, automated tools or manual processes on the Website/Portal or attempting to do so, trying to access the data or software of other users without permission, trying to access the systems in order to prevent, disrupt or similarly interfere with the communication or technical systems of the website, and by any means, without limit to the afore mentioned, using any content or system on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr and/or www.shipeedy.com outside the limits specified in these Terms of Use or in violation of the regulations contained herein is forbidden.

In case of detection of such a situation, www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com may terminate and prevent the use of the website by the PURCHASER. In case of detection of use contrary to this article and the conditions specified in these Terms of Use and/or legal regulations, all rights of SHİPEEDY LOGISTICS / ARKAS LOGISTICS are reserved including the right to sue, follow-up and make a complaint to the competent authorities arising from the law and other legislation. The PURCHASER accepts that they are personally responsible in legal, penal and administrative terms for the damages and claims as a result of any afore mentioned uses before SHİPEEDY LOGISTICS/ARKAS LOGISTICS, www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and/or other persons/institutions.

v. The PURCHASER accepts, represents, and undertakes that they are responsible for damages, losses, malfunctions and all kinds of consequences including but not limited to these in their own software and operating systems due to the use of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and that they are aware SHİPEEDY LOGISTICS/ARKAS LOGISTICS may not be held responsible for any damage they may incur for this reason, and that they

may not claim indemnity or any other demand from SHİPEEDY LOGISTICS/ARKAS LOGISTICS with such a claim.

y. The PURCHASER is personally responsible for acting in accordance with this Agreement. SHİPEEDY LOGISTICS / ARKAS LOGISTICS may not give any warranty or commitment to the PURCHASER that any user, PURCHASER, or visitor will act in accordance with this Agreement, and SHİPEEDY LOGISTICS / ARKAS LOGISTICS may not be held responsible for any claims, damages or demands that may arise from the use of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com by third persons.

z. The PURCHASER is expected to take the necessary precautions for safe shopping. Accordingly, the PURCHASER should;

- **REMEMBER THAT WWW.SHIPEEDY.COM.TR AND SHİPEEDY LOGISTICS / ARKAS LOGISTICS DO NOT REQUEST CREDIT CARD AND PASSWORD INFORMATION FROM USERS VIA E-MAIL.**
- **GUARD AGAINST FAKE CALL CENTRE CALLS ATTEMPTING TO OBTAIN CREDIT CARD INFORMATION OR PERSONAL INFORMATION FOR ANY REASON.**
- Read the SHİPEEDY LOGISTICS / ARKAS LOGISTICS Terms and Conditions of Service, the content of the Offer and the cancellation conditions before shopping.
- Keep record of their shopping and store e-mails.
- Record questions and valid phone numbers or email addresses for support.
- Use an up-to-date anti-virus software on their devices.
- Set a strong password of at least 8 characters, consisting of at least 1 uppercase and 1 lowercase letter, and numbers, and change the password periodically without sharing it with third persons.
- Ensure that the mobile phone and e-mail information registered in our systems are always up to date in order for their bank to reach them in an emergency related to the payment method.
- Not open e-mails or messages sent to their social media accounts by unknown people, and not use unfamiliar USB and similar devices on their computer.
- Not share their card information, SMS codes sent to their phone, their information pertaining to websites, or not hand over their credit card to anyone.
- Ignore e-mails or SMS that direct them to any website to enter their personal/card information.
- Not shop on public wireless networks or in any environment with common computers.
- Pay attention that the link section of the site where they are shopping changes from 'http' to 'https' at the payment stage.
- Get information and be sure of its security before downloading an application to the technological devices they use.
- Be wary of people who introduce themselves as lawyers, police, prosecutors, bankers, and insurers, by imitating corporate call centers or their telephone numbers.
- Download the applications to be installed on their mobile phone from official application stores (such as Google Play and Apple Store). Programs downloaded from unofficial domains can infect the phone and cause the phone book, incoming SMSs and banking information to be hijacked.
- In emergency situations, in order to provide better and faster service to the users of www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, the Call Centre operating under SHİPEEDY LOGISTICS / ARKAS LOGISTICS can be contacted easily and quickly by telephone, seven days a week, on any subject they want.

7. SERVICE FEES

7.1. The PURCHASER accepts and undertakes to pay the service fees for the paid content services declared by SHİPEEDY LOGISTICS / ARKAS LOGISTICS on the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com and offered with a guarantee commitment or in advance, according to the Content service category they have selected, within the requested period, with the amount and mode of payment notified for the Content Service which is approved upon the acceptance of the Offer Form as well as <<[SHİPEEDY and ARKAS Lojistik A.S. General Terms and Conditions of Logistics Services](#)>>, and that they shall not benefit from the services provided by SHİPEEDY LOGISTICS / ARKAS LOGISTICS unless they have made this payment.

7.2. The service fees purchased from SHİPEEDY LOGISTICS / ARKAS LOGISTICS under this Agreement shall be invoiced in the name of the PURCHASER and/or the third-party actual sender they have notified. Changes in service fees or tax rates shall be reflected in the service fees by SHİPEEDY LOGISTICS / ARKAS LOGISTICS. This Agreement has the force of "current account agreement" in accordance with Turkish Commercial Code Article 89 and the following articles. Each of the parties irrevocably accepts, represents and undertakes that the PURCHASER shall pay SHİPEEDY LOGISTICS / ARKAS LOGISTICS an interest at the rates defined in accordance with article 10 below (for the default period in which the principal performance debtor is in default). In the event that they do not make the payments, within the validity period of the Agreement including its extensions, arising from the principal performances imposed on them in all transportation services and commercial relations established or to be established between the Parties, especially this Agreement, or that the other party's exercising their right of recourse or set-off by making payment on their own behalf, and that if the annually declared legal commercial default interest is higher, the contractual default interest to be applied and may be increased accordingly.

For the terms not included in this Agreement, the provisions of the Turkish Commercial Code regarding Current Account shall apply.

7.3. Without being limited to these, SHİPEEDY LOGISTICS / ARKAS LOGISTICS always reserves the right to make changes in product and/or service fees.

8. STAMP DUTY

In the event that this Agreement is accepted by the PURCHASER, half of the stamp duty amount to be accrued, if requested through a notary public, shall be reflected on the PURCHASER's service fee invoice and collected from them.

9. RIGHT OF WITHDRAWAL AND TERMINATION OF CONTENT SERVICES BY SHİPEEDY LOGISTICS / ARKAS LOGISTICS

In cases of force majeure and depending on the fact that the payments corresponding to the Content Services that are a subject of this Agreement have not been realized during the requested period, that the PURCHASER's negative financial situation is determined, or that the PURCHASER has been understood to have requests incompatible with the Content Services, or else at the free discretion of SHİPEEDY LOGISTICS / ARKAS LOGISTICS, SHİPEEDY LOGISTICS / ARKAS LOGISTICS has the

Right of Withdrawal by suspending or completely cancelling the Content Services at any point until the actual fulfilment of the Content Services it has committed to provide for the PURCHASER. And the PURCHASER may use the Right of Withdrawal by sending their request for the right of withdrawal in writing to the e-mail address info@shipeedy.com in order to be enabled to renounce the transaction after seeing the Offer given to him, and provided that they do not continue any transaction that may mean that they benefit from the Content Services. In the event that the Right of Withdrawal is exercised, the other party shall not be able to make a claim against the party exercising the right of withdrawal for any reason whatsoever, or be held responsible for using the right of withdrawal.

The PURCHASER irrevocably accepts and undertakes in advance the content and consequences of the right of withdrawal defined herein for the parties, that the relationship established between the Parties is known from the very beginning and the transactions may be suspended by SHIPEEDY LOGISTICS / ARKAS LOGISTICS; on the other hand, in the event that the relationship related to the Content Services continues for any reason, regardless of having sent a load or whether one actually benefits from the Content Services or not, after the moment of payment, that there will be no right for rescission of agreement, cancellation, and right of withdrawal in any way whatsoever, and that they may not claim the refund of the payments they have made; however, that they will have to pay other amounts, if any, related to the Content Services that may accrue in addition to the payment they have made or all direct and indirect damages to be incurred by SHIPEEDY LOGISTICS / ARKAS LOGISTICS or 3rd persons.

10. DEFAULT STATE AND LEGAL CONSEQUENCES

Without prejudice to SHIPEEDY LOGISTICS / ARKAS LOGISTICS' right to cancel at any time the Content Services for which the PURCHASER has not fulfilled their liability of payment and remained in the offer stage by not completing the actual booking and similar transactions, its right for rescission of agreement, or right of withdrawal, the PURCHASER shall be deemed to default in the event that they do not pay SHIPEEDY LOGISTICS / ARKAS LOGISTICS invoices on time, as required, or at all. In the event that the PURCHASER defaults, the PURCHASER shall be responsible for paying the said invoices together with the contractual delay interest at the rate determined by SHIPEEDY LOGISTICS / ARKAS LOGISTICS, not less than 5% per month. The delay fee is calculated on a daily basis after the payment of the invoice to which the delay is related and reflected on the first invoice of the PURCHASER. Changes in the said interest rate shall be included in the invoice, and in case of delay, the new rate shall be applied.

11. PROTECTION OF PERSONAL DATA

11.1. The PURCHASER knows and agrees that their data related to the use of the website www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com such as IP address, information of date/time, etc., information regarding which parts of the Portal are visited, browser type, domain type, and cookie records may be used, recorded, stored, classified and retained, shared, transferred, disclosed and processed in other ways by SHIPEEDY LOGISTICS / ARKAS LOGISTICS by taking the necessary measures to protect the confidentiality of the aforementioned data and complying with the legal principles regarding the processing of personal data. All explanations related to the Law on the Protection of the Personal Data which are a subject of the Policies and consent texts of SHIPEEDY LOGISTICS / ARKAS LOGISTICS are open to access for the PURCHASER at the address www.shipeedy.com.tr/

SHİPEEDY LOGISTICS / ARKAS LOGISTICS may personally process the PURCHASER's data related to the use of www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com for purposes such as ensuring the security of the PURCHASER, fulfilling its obligations, carrying out promotional and marketing activities, performing communication activities for information purposes, carrying out profiling and statistical studies, providing personalized offers and services according to habits and tastes, managing demand and complaint processes, making necessary assessments and investigations in order to improve their own processes, creating a database, conducting market research, and may transfer them to the companies it cooperates with on these matters, and, in this case, the PURCHASER information may be processed by these companies, limited to the purposes listed above.

11.2. SHİPEEDY LOGISTICS / ARKAS LOGISTICS may place small data files that enable the recording and collection of certain data in the Website by technical means (number of pages viewed, visit duration, and target completion number, PURCHASER behaviors, etc.) in order to show customized content to the PURCHASER and to engage in online behavioral advertising and marketing activities; the PURCHASER may remove or reject cookies (shortly "Cookies"); however, in that case, they may not be able to access all functions of the website or their access may be limited.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. The intellectual property rights of the "Shipeedy" brand and logo, all elements including but not limited to the interface, advertisement database, content database, design, text, image, html code and other codes of the Website named www.shipeedy.com.tr and Mobile Application, the design and software of the Website and Mobile Application, and within this framework, of all kinds of brand, logo, design, trade dress, slogan and all other content created/to be created by SHİPEEDY LOJİSTİK A.Ş./ ARKAS LOJİSTİK A.Ş. and/or www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com are owned by SHİPEEDY LOGISTICS / ARKAS LOGISTICS. SHİPEEDY LOGISTICS / ARKAS LOGISTICS by no means allows any third party, including the PURCHASER, to acquire, process, use, share, display, reproduce, distribute, copy, in any way whatsoever, any intellectual property, copyright, brand and design rights owned by itself and/or any content on the Website/Mobile Application, to use them in the form of domain name, routing code, keyword or in similar ways, to make them accessible to third parties, and to carry out any study in a way that it may include these elements.

Within this scope, the PURCHASER irrevocably accepts, represents and undertakes that they shall not violate the intellectual property rights of SHİPEEDY LOGISTICS / ARKAS LOGISTICS and all its rights and reputations regarding the SHİPEEDY brand in all their activities and any further actions they perform over www.arkaslojistik.com.tr, www.shipeedy.com.tr or www.shipeedy.com, that they shall refrain from any action of the above-mentioned nature and/or any that may lead to this result, and that they will avoid any behavior that will harm the rights of SHİPEEDY LOGISTICS / ARKAS LOGISTICS.

12.2. In the event that the PURCHASER acts in contrary to the provisions mentioned in section 12.1. for any reason whatsoever, all lawsuit, complaint, follow-up and claim rights of SHİPEEDY LOGISTICS / ARKAS LOGISTICS arising from the law and other legislation are reserved; the PURCHASER shall be liable for any material and moral damage suffered by SHİPEEDY LOGISTICS / ARKAS LOGISTICS and/or other third parties in case of violation. All rights of SHİPEEDY LOGISTICS / ARKAS LOGISTICS arising from the Law on Intellectual and Artistic Works No. 5846, Industrial Property Law No. 6769 and other legislation are reserved.

13. EXPIRATION AND TERMINATION OF AGREEMENT

SHİPEEDY LOGISTICS / ARKAS LOGISTICS may terminate the agreement without giving any time if the PURCHASER fails to fulfil its obligations arising from this Agreement as specified in this Agreement. In addition, SHİPEEDY LOGISTICS / ARKAS LOGISTICS may, with its sole and unilateral decision, cease to offer Content Services which are the subject of this Agreement, any products and/or services to its members and terminate the provision of services, depending on the changes in its business models. In such a case, the PURCHASER shall not have the right to demand any fee from SHİPEEDY LOGISTICS / ARKAS LOGISTICS under any name.

If the PURCHASER wishes to terminate this Agreement, they may terminate their membership by giving written notice to SHİPEEDY LOGISTICS / ARKAS LOGISTICS. In such a case, the PURCHASER accepts and undertakes in advance that they will not claim the refund or cancellation of the service fee accrued and/or they have paid, for the Content Services that they have requested to receive, if any, and that if they cancel their membership, the discounts and advantages from which they benefit will be invoiced to him.

14. MISCELLANEOUS PROVISIONS

14.1. The PURCHASER accepts, represents and undertakes that in case of any disputes that may arise (including disputes regarding payments), the books and all records of SHİPEEDY LOGISTICS / ARKAS LOGISTICS (including computer records, documents such as microfilm and microfiche) shall constitute valid and exclusive evidence and that this provision shall have the force of an evidential contract in the sense of Article 193 of the Code of Civil Procedure No. 6100.

14.2. In the event that any article and provision of this Agreement is invalid or inapplicable, the other articles and provisions shall continue to apply in full extent.

14.3. In all disputes that may arise from the interpretation or application of this Agreement, the laws of the Republic of Turkey shall apply. Istanbul Anatolian Courts and Enforcement Offices are exclusively authorized to settle all disputes arising from the Agreement. Additionally, the PURCHASER accepts in advance that, since they are not a consumer, they may not make their applications for complaints and objections to the arbitration committee for consumer problems or to the consumer court.

14.4. The fact that SHİPEEDY LOGISTICS / ARKAS LOGISTICS does not exercise any of its rights referred to in this Agreement shall not mean that it has waived the aforementioned rights or shall not prevent the further exercise of said rights.

15. ENFORCEMENT

This Agreement shall enter into force as soon as it is read and accepted by the PURCHASER and shall remain in effect until terminated by either party.