

## USER AGREEMENT

### 1. INTRODUCTION

1.1. KAF Technology Finans Yatırım Ticaret ve Bilişim Anonim Şirketi ("KAF"), located at Gayrettepe Mah. Yıldız Posta Cad. No: 52 D Plaza Kat:9 Beşiktaş / İSTANBUL, provides blockchain services, smart contract development services and services powered by blockchain technology within this cycle, which include web-based and secure purchasing activities and communications between the buyer and the buyer ("Buyer"), auditing services, crypto exchange services and crypto asset services ("services") and artificial intelligence trading, fintech and payment systems, and prepaid Premium cards ("products") are offered for service and sale on the terms agreed in a contract with the Buyer.

1.2. The buyer may contact KAF by examining the service items available on the website [www.kaftechnology.com](http://www.kaftechnology.com) and requesting a quote on the website, or by calling KAF's phone number +90 212 280 52 52 or by informing them of the content of the requested service by sending an e-mail to the e-mail address of the [info@kaftechnology.com](mailto:info@kaftechnology.com).

Buyer agrees to be bound by this User Agreement (the "Agreement") after the conclusion of the agreement between the parties. All employees who provide information to KAF under this Agreement must have the authority to represent Buyer.

### 2. RIGHTS AND OBLIGATIONS

2.1. KAF owns all intellectual property rights, except for services or products provided by third parties in all matters related to the services or products to be provided to the Buyer. Submission by the Buyer of any software, computer programs or code belonging to KAF; application programming interfaces or software development kits, as software, the Buyer must not copy or otherwise reproduce the software; sublicense, translate, merge, adapt, modify the software or any portion thereof; reverse engineer, modify or permit modification of the software or any portion thereof, or allow the software or any portion thereof to be combined with or incorporated into other materials, programs or software; and not to provide or otherwise make available the software, in whole or in part, to any third party without the prior written consent of KAF.

2.2. Buyer may not transfer the services provided to him to third parties without the written consent of KAF.

2.3. When establishing a contract between the parties, the Buyer is obliged not to provide the information provided to him by KAF to anyone else due to the accuracy and confidentiality of the information provided. The parties accept, declare and undertake that KAF will not have any responsibility in case of obtaining this information by unauthorized persons.

2.4. KAF board members, managers, employees and the persons who prepare the information contained in this site have no legal and criminal responsibility for any damages and/or losses arising from or arising from the buyer's fault during the use of the services or products provided to the Buyer.

2.5. During the performance of the Services, the Buyer is obliged to act in cooperation with the KAF in order to provide the services better. KAF is obliged to provide KAF with all kinds of information and or documents related to the execution of the work in case of reasonable requests.

2.6. Buyer is obliged to instruct its own staff and the organizations it receives support to cooperate with and assist the KAF.

2.7. It is obliged to comply with all Regulations determined by KAF and notified upon full provision of the service and KAF rules and standards offered online by KAF.

2.8. Buyer shall be responsible for its own internal security procedures relating to access, and KAF shall not be liable for any acts of fraud or theft committed by Buyer's employees, agents or other parties.

2.9. Buyer accepts, declares and undertakes that the services or products provided by KAF will be in accordance with the law.

2.10. In cases where any third party interferes with Buyer's trade or business, Buyer confirms that all actions taken by the third party are appropriate and lawful and will not harm KAF in any way.

2.11. Buyer guarantees that all necessary legal advice regarding the establishment of services to be provided or the use of products to be provided has been received and is in compliance with the law.

2.12. Buyer agrees to pay all reasonable fees or expenses incurred by KAF in relation to the services and products and shall indemnify KAF TECHNOLOGY A.Ş. against any claims asserted by a KAF in respect of the services and products and against any Damages incurred by KAF as a result of Buyer's breach.

2.13. Buyer shall immediately direct such concerns to KAF in the use of the services or products for all other purposes, including fraud, refunds, suspicious activity and reporting.

2.14. KAF strives for uninterrupted access to the interfaces and software provided within the scope of the services or products in line with the legitimate purpose of the Buyer. However, due to the nature of the internet, access to the system can be suspended, limited or terminated at any time. KAF shall have no liability for the logs submitted by the Buyer or its users through KAF and Buyer shall make such logs at its sole risk.

2.15. Buyer agrees not to install any programs or data on the services or products provided against slanderous, defamatory or threatening morals and customs that violate any intellectual property rights of third parties or that are against the law or contain viruses, worms, Trojans or other harmful features. Buyer agrees not to use it for unlawful purposes or to realize such purposes. KAF reserves the right, in its sole discretion, to cancel, delete and amend Processes that are contrary to these provisions.

### 3. PRICING

3.1. For the performance of the services and the capitalization of the products, the Buyer shall pay the fees and expenses to the KAF, calculated according to the maturity to be determined by the parties.

3.2. Buyer shall pay to KAF the fees calculated and payable in accordance with the terms of the contract concluded between the parties, which shall be payable without any right of deduction, reduction or withholding.

3.3. Unless otherwise agreed by the parties, all invoices will be paid within 8 days from the invoice date. All amounts referred to in this Agreement do not include VAT and (if any) ... shall be paid at the rate applicable from time to time.

3.4. In any case, KAF hereby accepts, represents and warrants that if any payment of Buyer under this Agreement is overdue, KAF reserves the right to suspend the provision of services or part thereof

until Buyer has rectified the problems, or to terminate this Agreement at KAF's sole discretion if payment is not made within 30 days from the due date.

3.5. KAF may charge Buyer for any additional costs and expenses incurred by Buyer that may be caused by changes in Buyer's instructions, non-compliance with them, failure to provide instructions, or non-compliance with Buyer's obligations under this Agreement. In the event that KAF believes that KAF has been exposed to fraud under this agreement, the KAF shall bear the costs of additional costs and expenses reasonably incurred by KAF, including to reduce this risk or to investigate.

3.6. If Buyer fails to request any of the accepted services or products prior to installation where the requirement has been accepted by KAF, or fails to provide any information or disclosure requested by KAF within a reasonable time for the provision or continuation of the services provided to Buyer, any additional costs and expenses reasonably incurred by KAF as a result shall be paid by Buyer.

3.7. Payments will be made by wire transfer or Online Payment System by debit card, credit card or similar payment instrument. In the payments made using the payment option with the Online Payment System, in case the card is used illegally by someone other than the holder, the transaction is carried out in accordance with the provisions of the Law on Debit Cards and Credit Cards No. 5464 dated 23.02.2006 and the Regulation on Debit Cards and Credit Cards published in the Official Gazette dated 10.03.2007 and numbered 26458.

3.8. KAF approved third parties may store the Buyer's credit card and payment information for payment-related transactions or for carrying out bank integration and related updates.

#### 4. SUPPORT

4.1. Support will be provided by the KAF support team via email and phone or as agreed by the parties.

4.2. The buyer can always contact the support team about technical infrastructure adjustments and server problems that occur during the use of the service, and report malfunctions. The buyer provides assistance in case of any problems and errors during the working hours of 09.00 – 18.00 (GMT+3).

4.3. Buyer shall be provided with user manuals according to his own service methods and user roles.

4.4. Requested adaptations and changes will be evaluated separately, requests that cause significant changes in the system may be priced separately.

4.5. KAF will announce the predetermined update and planned maintenance periods of the providers of the services or products.

#### 5. PRIVACY

5.1. The parties undertake to keep confidential all information that should be hidden from third parties. This obligation of the parties shall continue for 5 years from the termination of this Agreement. Except for the documents they are legally required to keep with them, the parties undertake to return or destroy without delay the documents given to them upon request upon the termination of the Agreement. In addition, the parties ensure that their employees and affiliates associated with the subject matter of this Agreement comply with the confidentiality obligation and mutual confidentiality provision under this Agreement. Otherwise, the parties agree to be jointly and severally liable with their employees/affiliates for violating this provision of mutual confidentiality.

5.2. The obligation of confidentiality and the provision on the use of confidential information do not cover the following information:

- (i) information in which the party acquiring the information proves to have known the relevant information prior to the disclosure of the other party;
- (ii) Information provided by third parties to the party acquiring the information, without violating the rights of the other party,
- (iii) Information that falls into the public domain without any interference from the party acquiring the information;
- (iv) information that the party acquiring the information is obliged to disclose by competent law;
- (v) Information made available to the public under the rules of Securities Law and product information that is necessary or advisory.

5.3. The exchange of information between the parties under this Agreement is limited to the information necessary for the implementation of this Agreement. The parties must not exchange information that is sensitive to competition, such as price and marketing policies, profit margin or utilization capacity.

## 6. PROPRIETARY RIGHTS

6.1. All rights to intellectual property rights in the Services or products belong to KAF. Except for the rights that Buyer is obligated to exercise due to the nature of this service, this Agreement does not grant any rights or licenses to intellectual property.

6.2. Nothing expressed or implied in this AGREEMENT shall limit KAF's ability to grant any additional license to any other person for any use or service agreement. The license shall be kept confidential by Buyer and Buyer shall not disclose to any third party during or after the term of the contract without the prior written consent of KAF. Buyer's commitment under this Agreement shall be valid, effective and enforceable at all times during the term of the agreement and after termination of this Agreement.

## 7. FORCE MAJEURE

7.1. To the extent that it is caused by force majeure, the parties' late or no performance of their duties shall be excused. Force majeure within the scope of this Agreement is defined as situations that cannot be foreseen by the party claiming force majeure, are not caused by this person or do not occur under the control of this person. Within the scope of the concept of force majeure, natural phenomena that are outside the actions of KAF and Buyer and prevent KAF from providing services, fire, flood, explosion, rebellion, war, hurricane, terrorist attack, vandalism, accident, government restrictions, government savings, internet system failures, court decisions, strike; events which are beyond the reasonable anticipate and control of the affected party – notwithstanding such party's efforts to prevent, avoid, delay or mitigate the effects of such events and movements – and events whose occurrence or effects cannot be attributed to the parties due to the failure of one of the parties to fulfil its obligations under this Agreement.

The Covid 19 Pandemic, which was ongoing at the time of signing this contract, is an exception to the above article. In the event that the pandemic conditions in question constitute an obstacle for the parties to fulfill their contractual acts and the fulfillment of this act is the justified reason of the party

who cannot be expected objectively; The party whose right is prejudiced has the right to terminate the contract and to claim the damages suffered.

## 8. TERMINATION OF AGREEMENT

8.1.KAF may terminate this Agreement if Buyer changes the provisions of this Agreement. However, the KAF may only exercise this right if the provisions are substantially changed. Non-material changes do not constitute a justifiable reason for termination.

8.2.KAF may terminate this Agreement if Buyer fails to pay any amount within 8 days of its maturity.

8.3.KAF may immediately terminate any application and prohibit Buyer from using the services or products in case of violation of these provisions.

8.4.Upon termination of these provisions, access to the services or products shall cease and all information relating to the other party shall either be returned or completely destroyed. The necessary provisions and timeline for the return of information will be prepared.

## 9. PROTECTION OF PERSONAL DATA

9.1.AI shall not unlawfully process any personal data that he/she has learned, accessed or otherwise obtained during the performance of this AGREEMENT or in connection with the performance of this AGREEMENT, shall take all necessary measures to prevent its processing, shall not provide unlawful access to any personal data and/or shall take all measures to prevent its access, and shall exercise maximum care for the preservation of personal data. Within the scope of this AGREEMENT, it accepts, declares and undertakes to obtain the explicit consents required to be obtained in accordance with the current Legislation from the relevant persons regarding the collection, processing and transfer of personal data to KAF and to immediately submit to KAF the documents confirming that it has received such explicit consents.

9.2.AI may not use or distribute the information transmitted to him and/or the information obtained during the study as a result of his / her studies regarding the works offered to him within the scope of this contract and the information obtained about KAF in another study and may not transfer it to third parties or institutions. The buyer is obliged to ensure the confidentiality of the information he learns during the work, to take every precaution in this regard, to act in accordance with the principles of confidentiality, to prevent the use of this information by unauthorized persons and to take and maintain all kinds of measures to protect it from all kinds of abuse. Buyer shall indemnify Buyer for any damage resulting from a breach of this clause due to Buyer's negligence. The buyer shall retain the personal data as specified in this article indefinitely from the date of disclosure of the personal data, even if this AGREEMENT has expired.

9.3.AI may provide the personal data it has learned during or in connection with the performance of this AGREEMENT only to its employees, employees and consultants who need to learn this information in compulsory cases and due to their work, and it is obliged to ensure that its workers, employees and consultants comply with the obligations of the AGREEMENT in this article. Buyer accepts, declares and undertakes in advance that it will be directly responsible for the damages that may arise in the event that its employees, employees and consultants act contrary to the obligations of this article.

9.4.If the legal reasons requiring the processing of personal data are eliminated, the Buyer is obliged to destroy the personal data in question and any data that may be traces or extensions of these data in an irretrievable manner officially or upon the request of KAF and to take all necessary technical and administrative measures to ensure that the deleted personal data are inaccessible and un reusable for the relevant users.

9.5.When KAF requests information from the Buyer, it is obliged to immediately transmit the information requested from the Buyer to KAF. In addition, when any access to the personal data that it is obliged to ensure security is provided by third parties by third parties through illegal means or when personal data is unlawfully obtained by third parties, it is obliged to notify KAF immediately from the moment it learns of this situation and to carry out the necessary work to eliminate the violation.

## 10. FIGHT AGAINST BRIBERY AND UNFAIR ADVANTAGE

10.1.The Parties, within the scope of the subject matter of the CONTRACT; They accept and undertake that they will not promise, offer or provide any unfair advantage to one of the public officials, foreign nationals, or to a person who manages or works for an institution in the private sector within the framework of a commercial activity, directly or indirectly, for the benefit of the public official, manager or employee himself or someone else in order to perform or refrain from performing a job related to the performance of their duties.

## 11. LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed in accordance with Turkish law. In addition, the parties agree that the Istanbul Courts and Enforcement Offices shall have exclusive jurisdiction in all disputes arising out of or to be arising from this Agreement.

## 12. OTHER

12.1. Amendments to these provisions shall be effective immediately. In the event that it is used by Buyer after changes to the Services or products, this means that the Buyer wishes to be bound by the new terms.

12.2. Buyer may not assign any of its rights or obligations without the written consent of KAF.

12.3. Buyer agrees that the addresses provided by him at the time of registration are his permanent addresses and that he will immediately notify ... of any changes to these addresses. Otherwise, notifications to the addresses provided will apply.

12.4. The failure of the parties to exercise or late exercise their rights, powers or privileges under this Agreement shall not constitute a waiver of them. Likewise, the partial exercise of such right, power or privileges does not mean that the unused part or other unused rights, powers and privileges can no longer be exercised. No waiver of any of the terms and conditions under this Agreement shall be construed as construing a continued waiver of such terms and conditions or extending the scope of the waiver.

12.5. This Agreement covers everything that the parties agree on. This Agreement supersedes all other oral and written agreements between the parties that are previously subject to this Agreement.

12.6. If any provision of this Agreement is held to be invalid or void, such provision shall be deemed null and void (to the extent that it is invalid or unenforceable) and shall be deemed not to be

incorporated into this Agreement without affecting the validity of any other provision contained in this Agreement. Such invalid contractual provision shall be replaced by a provision that is semantically and purposefully closest to it.

### 13. ENFORCEMENT AND ACCEPTANCE

13.1. AI accepts, declares and undertakes that by entering any page of KAF's website, it has read the entire User Agreement, fully understands its content and approves all provisions. The User Agreement becomes effective on the date it is announced by KAF on the website.

13.2. Users who do not accept the terms of the User Agreement should not use the Site and the services provided through the Site. KAF shall not be held liable for any damages incurred or to be incurred otherwise.

### 14. DISCLAIMER

14.1. It is strictly established by this agreement that the parties are solely responsible for their own activities. The parties are bound by any unlawful activity related to the services provided.