

Membership Contract

The membership agreement for www.aynokom.com website

1. The Parties

This membership agreement is between Binoplus software Company which is located in Papuçularneighbourhood, Çıracılar Street, No: 29/1 Adapazarı/SAKARYA- Turkey, and the 'member' who is agreeing to all our website term of use, our privacy policy and every other condition in this agreement and all its attachments.

By registering as a member of our website, you are agreeing that you have read this agreement with all its attachments, fully understood it and accepted the terms of this Membership Agreement

2. Definitions

Binoplus: BINOPLUS Software Industry Domestic and Foreign Trade Limited Company

Website: The domain and the subdomain which creates www.aynokom.com website.

User: Any legal entity or an individual who accesses the website online

Member: Any individual or institutional, natural or legal person who is a member of the Site and benefits from the Services our website offers under the terms and conditions set forth in this agreement

Corporate Member: A member of this Site who is engaged in commercial activities benefiting from the services offered on the Site within the terms of this Membership Agreement.

Binoplus's Services Briefly: Binoplus operates the online electronic commerce platform www.aynokom.com domain which brings the domestic companies of every sector, the foreign commercial companies and merchants those with commercial and non-commercial purposes from various countries all together in one platform which gives them all different kinds of business opportunities like trading, requesting and offering products.

Binoplus Interface: The content created by Binoplus and the paid members for the users to view and the internet pages which give the commands for the computer program to perform all kinds of processes knowing that all the copyrights of the designs on the website belong to Binoplus according to the Law on Intellectual and Artistic Works No.5846.

Binoplus Database: The database which copyrights is protected by the Law on Intellectual and Artistic Works No.5846 is where the content which can be attained through the website is stored, sorted, queried and accessed.

3. The Scope of the Agreement

The purpose of this agreement is to set out the duties, responsibilities of all the parties and the terms of benefitting from our services

The scope contains all declarations; the explanations, writings and warnings which are made by Binoplus in the agreement and all its attachments concerning the services, membership and usage of the website.

The user becomes a member by accepting and agreeing to all the terms of this agreement and all the declarations made by Binoplus concerning the services, membership and usage of the website.

4. The Terms and Conditions of Website Use and Membership

Membership shall be completed by sending the necessary information to the Site by the person who wants to become a member and getting the registration process approved by Binoplus. The paid membership shall be signed up after paying the registration fee.

In order to become a member of the website, the user must be over eighteen years old, the legal entity must be authorized to represent the legal person or institution and shall not be banned by Binoplus temporarily from membership or prohibited from membership for an indefinite period. If these terms are not met the membership will not be granted.

Binoplus may, at any time, terminate this agreement unilaterally, without notice, without compensation, and without delay, and may terminate or suspend the membership. An example of this is the case of breaking or not complying to any of the rules specified on the site.

Once you enter the site and start using it, performing any of the actions below will be considered as a breach of the agreement. On top of all conditions, members will not use the website in a way which violates the law and morals.

- Listing of products, services and content in the wrong category.
- The use of the Website to create, check, update or modify databases, records or contacts on behalf of any person.
- Breaching of the law, the violation of the rights of a third person and/or this agreement.
- The presentation of counterfeit goods or the violation of a third party's copyright and/or industrial property rights such as trademark.
- The use of the website despite having one's membership suspended or not having the legal capacity to perform legal transactions (such as being under 18 years old).
- The manipulation of prices or the intervention of the listing of other users.
- The placement of deceptive, misleading, incomplete and incorrect.
- The use of the Website or any part of it for the purpose of harming, altering or reverse engineering the site.

- The transfer of a user's account or name without the written approval of Binoplus.
- Sending Spams, unrequested grouped electronic communication or a chain of emails.
- Spreading or distribution of viruses or technologies that may harm the Site or its users: Members are obliged to carry out any operations on the Website without causing any technical damage to the Website. Members must guarantee that they are going to take all precautions like having licensed products and protection software to make sure that the information, content and materials they are uploading to the website contain no viruses, unlicensed products or anything that would harm the website. In addition to that, members must agree to not be logged in to their profile or page automatically or by a robot.
- Performing any operation using wrong information or someone else's information. Creating unreal membership by using false personal information like a wrong residence address, e-mail address, contact or bank account information and using these accounts in a way which breaches the membership agreement. Using another member's account without permission or/and even being a part of using someone's name.
- Damaging the system or the infrastructure of the website.
- Logging into the website automatically or by a robot for any reason.
- Collecting or hiding the personal information or the e-mails of other members without a written preapproval from the members themselves.
- Reselling, sharing, distributing, reproducing or performing any work on any intellectual and/or industrial property of the website (including but not limited to designs, texts, pictures, html codes or any other codes)
- Using a user/member name similar to the website's trademark and name or choosing a username which breaches the copyrights of another party.
if you are signing up to the website as a legal entity, you should guarantee that you are authorized to represent the institution, otherwise, you agree to be personally liable and responsible for all the financial obligations and other liabilities.
By signing this contract, you acknowledge and agree that Binoplus has the right to keep, monitor and track all communications between users and members through the site and to keep all records for these content for at least 3 years as required by law.
- The manipulation of the website's mechanism by transferring money from and to one's profile or an acquainted one without the actual buying or selling of a product or a service.

Binoplus reserves all rights and remedies available to peruse any legal actions and rights, incase of any violations of the term of use mentioned in this membership agreement. In the event of the members or the visitors breaching any of the terms and conditions of this contract, they will be personally responsible for all the consequences.

5. The Rights and Obligations of the Parties

- a)** The user must acknowledge that they have read, understood and agreed to the terms and conditions mentioned in this agreement and guarantee that they are going to comply with all the regulations mentioned in the membership agreement and the website while creating their account, using the site or benefitting from any of its services.
- b)** The members and Binoplus are legally independent parties. There is no partnership, representation or employee-employer relationship between them. And it does not emerge by signing or implementing this user agreement.
- c)** If Binoplus is legally obliged to make a statement to the authorities, it is entitled to disclose the confidential, private and commercial information of members. Therefore, members must agree and guarantee no compensation shall be claimed for this reason under any name. In addition to that, if Binoplus is notified that a person's or an institution's rights are violated by the advertisements of another member on the site and that this person or institution is perusing their legal rights, Binoplus is entitled to give this member's or legal entity's information to the other party.
- d)** Username and password information that is required by the member to access the pages provided for use and to perform actions through the Website is created by the member him/herself and the member is solely responsible for the security and confidentiality of the information in question. Members must acknowledge, agree and guarantee that any activity which has been made by their username has been made by him/herself and that the member is taking full responsibility for all the actions made by his/her account in advance. Thus, the member assures that no pleas or objections are going to be made stating that the actions which have been performed by their accounts have not been made by them personally. Consequently, they will not evade or elude any resulted obligations. Binoplus is not responsible directly or indirectly for any harm or damages caused by another member.
- e)** Members cannot transfer the rights and responsibilities arising from this contract without a previous written approval from Binoplus.
- f)** Members acknowledge and assure that the information and contents provided by them within the site are accurate and legally compliant. Just as Binoplus is not responsible for guaranteeing the accuracy and authenticity of the information and content sent to

Binoplus or uploaded to the website by the users or the members, Binoplus is also not responsible for any harm caused by this information in case it is false or incomplete because based on the Turkish Electronic Commerce Law number 6563, Binoplusholds the role of “Intermediary Service Provider”. **According to the Turkish Electronic Commerce Law no. 6563 article 9/1 the service providers and the intermediary service providers in e-commerce based on article 6/4 are not liable or obligated to check the accuracy and authenticity of the content provided and uploaded by a natural person or a legal entity to the electronic media or platform and also are not responsible for investigating whether there is any illegal activity or situation related to the content, goods or services in question.** However, even if it does not have such responsibility, the evaluation is completely up to Binoplus; it has the right to access, check, erase and block whatever content it wants whenever it wants if it deems it necessary. Any person who violates the rights of Binoplus or a third party with any visual, written or any other content published on the Website is held accountable to Binoplus and/or the third party.

- g)** Beneficiaries of the services provided by Binoplus and the users of the site may only use the site for legitimate purposes. Members are responsible for all legal and criminal liabilities resulting from their actions on the website. They must also assure that they will not compete with Binoplus directly or indirectly and that they will not copy, reproduce, distribute or perform any actions on the texts, pictures, videos, audios, files, databases, catalogues and lists on the website in a way that might harm or violate the rights or goods of a third party or Binoplus. Binoplus is not responsible directly or indirectly for any harm or damage that might be caused to a third party by some member’s actions that violate the law or the terms of use stated in this membership agreement. Using the content and materials of the website in any way that was not already determined in this contract is absolutely prohibited.
- h)** Binoplus, Binoplus employees and managers are not responsible for the services and the content posted on the Site provided by a third party, including the members. The legalization and the accuracy of the information, contents, visual and auditory images provided by any third party are all the responsibility of those who perform these actions. Binoplus does not guarantee the security, integrity, correctness and legitimacy of the services and contents provided by third parties including members.
- i)** Binoplus permits paid members to use the interface and view advertisements on the site only in order to see the content of relevant advertisements. Trying to reach the advertisements or part of them through the database for other purposes, copying, publishing them on another medium directly or indirectly, editing, linking them or performing any other actions is not allowed nor consented. Binoplus reserves all rights and remedies available to peruse any legal actions and rights, in case of using the database for a purpose that was not mentioned in this article as it is considered a violation of the rights.
- j)** Users acknowledge and assure that they will not manipulate the mechanism of the website by transferring money between one’s own membership account or an

acquainted one. Otherwise, they agree on compensating any damages caused to Binoplus.

- k)** The membership of the sellers who offer banned products to sell and/or the ones who sell something which breaches the terms mentioned in the contract may get suspended or terminated by Binoplus. Binoplus shall examine all the appeals which claim that their trademark or any other intellectual and industrial property rights have been breached. Based on the results of the appeal, Binoplus reserves all the rights to remove the list of the user's products or services and suspend or terminate the user's membership if necessary.
- l)** Users hereby acknowledge, declare and promise that this User Agreement is valid at any time during the course of using the website even through the mobile phone.
- m)** You expressly acknowledge, declare and guarantee that Binoplus may sell and rent your personal information to domestic and foreign third parties to be used in marketing activities. Binoplus will be able to use your personal information, other user's information and the information it collected from other companies all combined to improve and personalize its services, content and promotions. In addition, Binoplus may send promotions for marketing purposes that have been set as a result of the negotiations with third parties. If you do not wish to receive these promotions or to participate in the advertising-personalization program, you may forward your requests to Binoplus by changing your relevant settings on the Site or by following the instructions included in the electronic mail.
- n)** Binoplus has always the right to close, delete or remove the products, services and content on the website. It can use this right without any prior notice. And the seller has no right to claim compensation if Binoplus removed his/her products or services. corporate and individual members are obliged to instantly perform any changes and/or adjustments requested by Binoplus and if these changes and adjustments were deemed necessary Binoplus can perform them itself. Damage, civil and criminal liabilities arising from the failure of the corporate and Individual members to perform the changes requested by Binoplus in due time is entirely the responsibility of the corporate and Individual members themselves.
- o)** Acting on its own initiative, Binoplus gives its members the opportunity to receive notification and promotional messages created by Binoplus. Members acknowledge and declare that they approve receiving all kind of notification and promotional messages sent by Binoplus on all devices using the website including the mobile phone. The members have the right to change the settings of receiving these notifications and promotional messages from settings on one's user account.
- p)** The name-surname/trade name, phone number, e-mail address, address, business type and other information that was required while signing up the corporate or personal membership accounts, in addition to the purposes and scope determined by the Membership Agreement, may be used by Binoplus in conducting communication activities to send notification and promotional messages through S.M.S, e-mail, website notification centre or any other methods. This information can be also used in researches, marketing, statistical analysis, getting in contact with members if necessary,

conducting researches in order to improve processes, setting up the database and conducting market research. Binoplus can as well send this information to companies; it is in business with and it can be processed and used by these companies.

- q) Members cannot under any circumstances transfer their own membership account to another member and they cannot allow any other member to use it. In case a member transferred his/her own account to another or allowed someone else to use it, the member acknowledges and agrees that Binoplus has the right to terminate this membership contract and the member's account without any prior notice.
- r) The members acknowledge, declare and guarantee that they will immediately compensate Binoplus for any damages caused by any breach of the regulations mentioned in this Agreement.
- s) You acknowledge, guarantee and promise that you accept and will act according to the terms of use and all the regulations mentioned in this agreement specially the ones related to taxes, customs, export, import, consumer protection, electronic commerce, competition, advertising and intellectual and industrial copyrights.
- t) Binoplus reserves the right to change, alter, replace or otherwise modify the terms of use of this agreement at any time by publishing these changes on www.aynokom.com. The regulations, terms of use and policies on our website can change from time to time. The validation of the changes is based on the date of its last modification stated on the mobile application or www.aynokom.com website.

if you breach or violate this contract or/and any of its legal reforms, you hereby acknowledge and agree that you will be solely liable and responsible for carrying out all the actions required by Binoplus as consequence of violating the regulations.

6. Meetings Between Buyers/Providers and Sellers

Binoplus offers a platform which allows buyers and sellers to trade products and services on the site, it also gives them the opportunity to have mutual exclusive negotiations and meetings on these issues. Binoplus does not represent neither the seller nor the buyer in private negotiations. Binoplus cannot control and is not responsible for the availability, safety or quality of products or services on the Site from the presence of products and services exhibited for sale and/or promotional purposes, the presence of the purchaser or the buyer's consignee for the completion of a sale.

Each User / Member fully agrees to the risks existing in the transactions using the Site, therefore, fully claim the responsibility of the possible risks of liability or damage of various products or services using the Site. These risks are not only limited to risks which may include misinterpretation of products or services, fraudulent designs, unsatisfactory quality, unacceptable product characteristics, damaging or hazardous products, illegal products, delivery or overdue delays, incorrect cost analysis or failure to fulfil the guarantee. These risks also include the risks of production, transportation, distribution, proposals, representations, purchases, sales or damages to the products or services displayed on the site. Third Parties may claim that their rights have been violated as well. In that case the members have the

responsibility to incur the costs of defending themselves or to incur other costs associated with the Third-Party Rights claim. Similar risks may also include charges from consumers, buyers, end-users or others for damages or problems resulting from the use of products sold on the Site provided by the users. The risks mentioned above will now be referred to as "Transaction Risks". The risks mentioned above will now be referred to as "Transaction Risks". Each User agrees that BINOPLUS shall not be held liable for any loss of business, inconvenience, damages, costs or obstacles related to or resulted by Transactional Risks.

7. Members in the Sale and Purchase Demands and Announcements

These members expressly acknowledge, declare and guarantee the following:

- You are authorized to list and sell products and/or services on the site, you are the ownership of the products you have listed, you own the peaceable possession of the product, have the absolute right and authority and that there is no legal or practical obstacle to the sale of the products or services by you.
- The products and/or services you place on the market are legal and compatible with all the regulations, there is no obstacle to place these services and products on the internet, sell them or even display and offer them, they are original, not altered or deteriorated.
- You are authorized to use the trademarks, logos and other content related to the products and / or services and to provide the licenses contained in this contract.
- You will not defraud other users on the site and will not be a part of fraudulent plans or other illegal actions.
- All the products have been subject to customs formalities in accordance with the customs legislation and regime of the Republic of Turkey and that they have entered through the free movement of goods.
- You are giving Binoplus a non-exclusive authority which is valid during the term of the contract, to use all the content related to the product or/and service which is protected by the Law of Intellectual Property Rights or any other related laws, such as; trademark, logo, pictures, technical specifications, prices or any other information which can be used in advertising and promoting these products or/and services by processing, copying, publishing, advertising, representing or republishing them by wire or wireless broadcasting organizations, such as, TV channels, internet promotional messages, radio-television, satellite and cable, or by means of signals, sound and/or visual transmission, including digital transmission; republishing and presenting them through digital means such as the internet, smart phones or any other technological means at the time of signing this contract or even in the future to reach the public or a third-party locally or internationally without content or number limitations.
- Sellers acknowledge and guarantee that the product/products offered to be sold are compatible with the legislation in force, the terms and conditions of use of the Site and the Services offered on the Site, as determined by the terms of the Membership Agreement or at a certain place on the site.
- Binoplus may when it deems necessary without the need for prior notice, file a complaint to the Public Prosecutor and the relevant inspection and regulatory bodies for the necessary

legal action to be taken against a Member (especially in stolen, illegal and/or fake product sales). Members accept and guarantee not to hold Binoplus accountable or ask for any compensation for any harm or damage they encountered as a result of Binoplus's complaint or/and in the process of obtaining information related to the sale of prohibited products and services.

- You are responsible for the content, the legislation and contemporary of the products or/and services you provide and the proper listing of the products and/or services subject to legal restrictions.
- Products and/or services that are on the list of prohibited products and/or services which are forbidden to sell in accordance with legal regulations or which will become prohibited in the future cannot be offered for sale.
- You agree and guarantee that Binoplus is not liable for any legal proceedings, investigations or proceedings directed against Binoplus related to the products and/or services you offer to the sale or for the transactions you perform on the site, and you guarantee that you will provide Binoplus with all information and documentation necessary to defend itself.
- It is prohibited to sell products which have entered Turkey without the customs formalities or in a way contrary to the customs legislation and regime in force at the site. Members who reside abroad are subject to customs clearance and products which did not get in the free movement of goods are not allowed to be sold or displayed on the site. Binoplus has the right to remove any product that has not been subject to the customs regulations by members attempting to sell the product as an overseas sale. and the listing fees of this product will not be refunded.
- The member who places his/her product on the site acknowledges that all legal responsibilities concerning these products are the sole responsibility of the individual and Binoplus is not in a direct or indirect way, under any name, responsible for the product's sale or display on the site.
- Binoplus may use the "Member" content and information for some statistics as they wish while maintaining its responsibility of protecting the member's security. This content and information can be classified and stored in the database.
- Binoplus has the right to control the content of messages and disregard them whenever it wants if they are contrary to the functioning of the Site, the law, the rights of others, the terms of the contract or the general rules of morality. Binoplus may terminate this message and the membership of the member who entered this message without the need to notify them.
- You will not advertise anything which violates any legislation, including, but not limited to, the protection of consumers, intellectual property, unfair competition and advertisers and the advertisements will not include any pictures, videos, etc. which violates these regulations.
- Members may publish their advertisements on the site along with the detailed content and information determined by him/her in the related sections on the website as long as it is according to the limits we determine. In order to be able to publish advertisements in the manner specified in this article, the member has to accept, declare and guarantee to pay

the prices stated in the relevant part of the website and to comply with the rules and conditions stated in this contract.

8. Payment

Access to the site and use of some features are open to all members. However, Binoplus may limit access to site features or certain areas (Paid Services) without prior notice for paid users/members or members with special granted memberships.

Binoplus will declare the service fees and payment conditions in the relevant sections of the site for services and membership packages that are stated to be paid within the scope of the contract or the site. Changes to the service fees will be effective 3 days after the change is announced and will be effective until the expiration date of the campaign if there is a campaign related to the fee. Unless otherwise is stated on the site, all fees to be paid for Paid Services and Paid Membership Packages will be calculated and charged in US Dollars (USD).

9. Other Provisions

- **Limitation of Liability**

As stated many times before in the present contract, Binoplus do not represent nor guarantees the content and information displayed on the site nor its validity, accuracy, reliability, quality, stability, integrity or whether the information is up-to-date or not. Binoplus does not guarantee the production, transportation, distribution, proposal, display, purchases or sales of any product or service displayed or proposed on the website. It does not also guarantee whether the rights of a third party would be violated or not by using these products or services. Binoplus does not guarantee any products or services displayed and offered on the site.

Any material provided or downloaded from the site is the sole initiative and risk of each and every user/member. Every member and user is solely responsible for any loss of data or any damage to the computer system that may result from any downloaded materials. There is no guarantee for any written or verbal information or recommendation provided by the users/members through Binoplus or the website.

- **Intellectual Property Rights**

Any and all intellectual property rights of the Site (including design, text, image, html code and any other content, including but not limited to any brand, design, logo, commercial presentation, slogan and any other content created by Binoplus,) (Including works subject to copyright of Binoplus) are owned by Binoplus and/or under license bought from a third party by Binoplus.

Users and members shall not resell, share, distribute, display, duplicate, create derivative work, or authorize others to access or use any of Binoplus 's Services, information and Binoplus' s copyrighted works; Otherwise, these users and members must reimburse and buy for all direct and indirect damages of third parties and Binoplus, including but not limited to licensors.

in case it is not explicitly and clearly authorized by Binoplus; Binoplus reserves all rights to Binoplus services, Binoplus information, Binoplus's copyright works, Binoplus trademarks, Binoplus commercial appearance, or other assets and information provided through this portal.

- **Contract Amendments**

Binoplus can, single-sided based on its own estimation and judgment, amend the terms and conditions of this membership contract, privacy policy on the website and any other policy or agreement at any time by advertising it on the website as long as it is not contrary to the terms and conditions of the legislation in force. The amended provisions of the Membership Agreement will become effective on the date they are announced on the Website and the remaining provisions will remain in effect as they were. This Membership Agreement cannot be changed or amended single-sided by the Members.

- **Compelling Reasons**

Binoplus shall not be held liable for not fulfilling any of the obligations resulting from this Membership Agreement or was delayed in fulfilling them because of compelling reasons which occur outside the control of Binoplus, are not a result of Binoplus's mistake or flaw and cannot be possibly or reasonably foreseen such as; rebellion, embargo, state intervention, occupation, war, mobilization, strike, lockout, worker-employer conflicts such as labour acts or boycotts, cyber-attacks, communication problems, infrastructure and internet failures, damages caused by system improvements, power failure, fire, explosion, storm, flood, earthquake, migration, epidemic or other natural disasters. And this shall not be considered a violation of this Membership Agreement.

- **Relevant Legal Authority**

This Membership Agreement shall be governed exclusively by the laws of the Republic of Turkey. Any dispute arising from or related to this Membership Contract shall be in the exclusive jurisdiction of SAKARYA Courts and the Enforcement Offices of SAKARYA.

- **Evidential Contract**

The Member acknowledges that in the disputes that may arise from this Membership Agreement, the official books and commercial records of Binoplus and the e-archive records, electronic information and computer records kept on their servers in Binoplus database shall be considered as a binding, certain and exclusive evidence and that based on this article and Article 193 of Law No. 6100 on Civil Law, it is considered an evidential contract.

- **Notifications**

Binoplus will contact the Members by sending an SMS, calling their number or via sending an email to the e-mail address that the Member has provided at the time of registration. The Members are obliged to keep their e-mail addresses and telephone numbers up-to-date.

- **Integrity and Divisibility of Membership Contract**

This Membership Agreement constitutes the entire relationship and understanding between the Parties concerning the issue. If any provision of this Membership Agreement is determined to be fully or partly invalid or unenforceable by any court of competent jurisdiction or administrative authority, this Membership Contract shall be deemed divisible since it excludes the invalid, unenforceable and unreasonable provision from this contract and the other provisions remain in full force and effect.

- **Termination of Contract**

This User Membership Contract shall remain in effect as long as the User / Member is a member of the Site and will continue to have consequences and effects between the parties; The termination shall be deemed when the membership of the User/Member is expired or is temporarily or permanently suspended. Binoplus will be able to unilaterally terminate the Membership Agreement in the event that Members and Users violate this Membership Agreement and/or similar rules and regulations mentioned on the website regarding terms of use, membership or services. As a result of this termination, the Members and users will be liable to compensate Binoplus for all the damages it experiences.

Natural persons and legal entities shall apply the provisions of Turkish Commercial Code for merchants or tradesmen.

Our commercial members who think that the service they have received is defective or defaulted and want to use their rights under **Articles 219-222, 223 of the Turkish Code of Obligations and Article 23 of the Turkish Commercial Code**, are obliged under **article 18/3 of the Turkish Commercial Code** to notify us via notary public, registered mail, telegraphy or secure electronic signature using registered electronic mail system about the termination of the contract or anything they will do against us

According to **Article 219 of the Turkish Code of Obligations**, the Seller shall be liable for the inability to sell the qualifications notified in any way to the buyer. It is also responsible for the financial, legal or economic defects which are contrary to the quantity, quality or which reduces the value of use and expectations of the buyer.

If our members are clearly aware of the presence of a default such as the one described in this article, once they purchased the package, they should notify us by telephone, e-mail, text messaging, and any other communication means in 2 days. This default will be repaired by our company within 1 week of the notice

If it is unclear that the service is defective, the member must review or inspect it within 8 days of purchasing the package, and if it appears that the service is defective, the member is obliged to notify us within the same period of time, as in 2 days. If the default is detected after a long period of use of the membership package, the member has to inform us immediately.

- **Cancellation of Membership**

Users/Members who will not be present in the purchase orders nor the sale offers and who did not purchase any paid packages can cancel their membership at any time they please.

Natural or legal persons who are merchants or traders and will be present in the purchase orders and sale offers and who purchased paid packages will not be able to unilaterally terminate the contract and cancel their membership without prejudice to the provisions related to Turkish Commercial Code and the Turkish Code of Obligations (provisions related to defective services). Because the merchants are not considered to be short-sighted nor thought that they do not have enough information about their business. Detailed and comprehensive information about Membership packages is available on our site. That is why it is not considered valid and not accepted legally nor by our company that the merchants who bought the package did not read these regulations, do not have detailed information about the package contents or that the packages they have purchased, have failed to meet their expectations.

- **Commercial Electronic Message**

We require some personal information (name, surname, company/corporate information, phone number, e-mail address, address, etc.) from our users during the membership phase or while filling any form on the site. we can use these personal details such as name, surname, telephone number, address, e-mail, etc. for our legal purposes other than the ones already mentioned in the contract such as publicity, promoting our services and products, advertising offers, marketing our business, communication activities for advertising and notifying, marketing and promotion activities, statistical analysis, or getting in touch with the member and even sending wishes on occasions. We may also send commercial electronic messages to you for promotion, advertising, marketing, informing activities and other purposes regarding our business partners, affiliates or third parties. By accepting this contract, you expressly acknowledge and accept our request to send commercial electronic communications to you for such activities. Personal data may also be transferred to and processed by the firms that Binoplus is cooperating with for the purposes of conducting research to improve the processes of www.aynokom.com, database creation, promotion, advertising, market research and for other **legal purposes**. You grant permission and consent to transmit your personal data to the natural person and/or legal entity with whom Binoplus cooperates with for market research and database creation, research and advertising activities with the aim of improving the purposes and processes of Binoplus.

Users, after they have completed their membership registration can stop, refuse, or change their commercial message medium settings for free at any time on the relevant section on their page.

Users acknowledge that by accepting this agreement, they agree that Binoplus may use member/user's information including, but not limited to, personal ones and can transfer them to third parties, in accordance with the regulations of the Privacy Policy.

This Membership Contract goes into effect and force by accepting it electronically after the Member reads each provision, term and condition and fully understand them.

ATTACHMENTS:

Attachment1 Confidentiality Agreement

Attachment 2 Prohibited and Restricted goods to be Listed or Offered for Sale