

## VIRTUAL PLATFORM UTILIZATION AGREEMENT

### 1. PARTIES

This Virtual Platform Utilization Agreement, has been made between iyzico Odeme Hizmetleri A.S. ("iyzico) with its information below and the Seller, who wishes to utilize the services under this agreement.

iyzico:

Legal Title : iyzico Odeme Hizmetleri A.S.

Address : Merdivenkoy Mah. Bora Sokak Nidakule Goztepe İş Merkezi No:1 Kat:19 Ofis 70-73 Kadıkoy/ İstanbul

Tax Office and

Tax ID No. : Erenköy Tax Office - 483 034 31 57

Telephone No.: +90 216 599 01 00

iyzico and the Seller shall individually be referred to as a "Party" and collectively as the "Parties"

### 2. DEFINITIONS

Buyer	The End User who purchases goods or services on the Website via the services provided under this Agreement and utilizes the Services for this purpose
Sensitive Information	Information which are used for placement of payment order by the Buyer or authentication of the Buyer's identity; and obtainment or modification of which may allow fraudulent and faux transactions in the name of users, i.e. password, security question, certificate, encryption key and PIN, card number, Validity Date, CVV2 and CVC2 codes
Erroneous/Unauthorized Transaction	A payment transaction realized as a mistake or without the Buyer's request
Website	The website that belongs to the Marketplace that runs commercial operations online and utilized by the Marketplace or the Seller for offering of goods or services for sale
iyzico	iyzico Odeme Hizmetleri Anonim Sirketi, with its contact information in Article 1 of this Agreement, who is the party to this Agreement as payment service provider
iyzipos	The solution that enables End Users to pay the prices for products and services offered to sale by the Website itself or the Sellers and for the Website or Sellers to collect those payments in a safe way and review and manage all their collections
Payment Instrument	Personalized instrument used by the Buyer to place the payment order, such as card, mobile phone, password etc.
Payment Account	The account opened for the Seller by iyzico and used for the performance of payment transactions
Payment Transaction	A series of operations performed via the Platform for the payments to be made for the goods or services offered for sale on the Website
Platform	The virtual platform that consists of a software including virtual

	payment and verification gateway developed by iyzico
Marketplace	The real or legal person that operates the Website and enabling itself or the Seller, to whom it provides hosting services, to offer goods or sales for sale on the Website
Seller	The seller to whom the funds subject to Payment Transaction are directed to and who makes sales on the Website
Service	The iyzipos service to be provided to the Seller under the terms and conditions set forth in the Agreement
System Partner	Bank or financial institution cooperated with for the processing of the payments via the Platform
Agreement	This Virtual Platform Utilization Agreement made with the Seller
Suspicious Transaction	Payment Transaction with a possibility to be regarded as a Erroneous/Unauthorized Transaction including those set forth in the Agreement
Authorized Personnel	Personnel authorized by iyzico to provide support to and get in contact with the Seller about the use of Platform
Administration Interface	The administration interface for the Platform that enables the Seller to edit Platform settings, change contact information and to perform other operations within the extent set forth in the Agreement.

### 3. SUBJECT OF THE AGREEMENT

Payment services for the virtual marketplace on the Website operated by the Marketplace are provided by iyzico. With this respect, iyzico shall provide payment services to the Marketplace, the Seller and the Buyer as per the Law on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions (“the Law”) and by-regulations. For this purpose, the money collected from the Buyer shall be kept in the Buyer’s Payment Account until the Buyer’s confirmation on the proper and full delivery of the goods and services that he/she has ordered has been obtained as per this Agreement and shall be transferred to the Seller’s Payment Account

This Agreement governs the conditions related to the Service provided by iyzico in the context set forth above to the Seller for collection of the prices for the products and services that he/she offers to sale via the Website on the Marketplace, and to the Buyer for transfer of the price of the products and services that he/she has purchased via the Website to the Seller and the Parties’ rights and obligations with this respect.

### 4. GENERAL CONDITIONS

#### 4.1. SUBSCRIPTION

- a) iyzico shall realize the subscription of the Seller upon transfer of the Seller’s information by the Marketplace to iyzico via API.
- b) Following iyzico’s approval of the Seller information, this Agreement shall enter into force and become valid on the date this Agreement is agreed electronically to by the Seller.

#### 4.2. TERMS OF USE

- a) Seller may only use the Service after the Agreement enters into force.
  - b) iyzico reserves its right;
- To call the Seller by phone before the Agreement's entry into force and confirm the information transferred by the Marketplace, request additional information and documentation, and/or;
  - To not realize the Seller's registration without providing any reason.

#### 4.3. BASIC PRINCIPLES ON OPERATION OF THE PLATFORM

##### 4.3.1 General Principles

- a) As per this Agreement, iyzico agrees and undertakes to provide the Service for acceptance and processing of payments by the Buyer for the product and services ordered from the Website and for transfer of the payments to the Seller.
- b) The Seller agrees and declares that he/she is responsible for using the Platform in accordance with the instructions of iyzico and updating when necessary to be able to use the Platform properly and effectively. iyzico shall carry no responsibility for non-performance of the Platform or the errors that may occur in the transactions due to violation of this paragraph.
- c) iyzico shall make the best efforts to keep the Platform at necessary level of security to prevent access to information by unauthorized persons. The Seller shall cooperate to the greatest extent possible in this regard and act in accordance with iyzico's instructions.
- d) iyzico reserves the right to change the security standards, in particular upon the changes in the security standards by the System Partners.
- e) The Seller declares that he/she is aware that the provision of the payments made by Buyer is realized as per the terms set forth by the System Partners, and that iyzico does not have any responsibility for breaches and attacks (hacking, phishing) within the System Partners' websites.
- f) Platform and the services within scope of the Agreement shall be utilized exclusively by the Seller. Violation of this condition shall be deemed a breach of the Agreement and shall constitute fair ground for unilateral termination of the Agreement by iyzico.
- c) Platform shall be only utilized by the Seller for the transactions made on the Website by the Seller.
- d) Seller and Buyer are obliged to keep the information that enables them to access the Management Interface and the Platform respectively, as well as the information they have obtained about the Payment Instrument (if any) confidential, shall not disclose them to unauthorized persons and shall prevent use of them for purposes other than the designated purpose. The Buyer is also obliged to inform iyzico with one of the means

set forth in this Agreement, in case the aforementioned information or the information on the Payment Instrument is lost, stolen or used without authorization. Whereas iyzico has no responsibility in case such information is lost or disclosed by Seller, it also has no responsibility for the damages caused by third persons unless it is proven that the culpability belongs to iyzico. Seller should immediately inform iyzico in writing in case it loses the password and iyzico shall take necessary actions to prevent use of that password, shall inform the Seller on the situation and provide a new password at the earliest opportunity. In case the identificatory instrument provided by Seller is wrong, iyzico shall not be held liable for non-performance or erroneous performance of the Payment Transaction.

- e) The Seller shall be liable to the extent that he/she is culpable, for unauthorized malicious use of the Platform or its administration account or unauthorized access to the administration account.

#### 4.3.2 Additional Rules on Utilization of the Platform by the Seller

- a) If the Seller so wishes to utilize the Service on its own website or other websites, this should be notified to iyzico and upon iyzico's consideration, the Parties shall make a separate agreement for that matter. In case the Seller's field of activity is changed, iyzico shall be informed of such change immediately and iyzico shall have the right to terminate or suspend the services provided without any notification in case the new activity or content is found by iyzico to be incompatible with iyzico standards. In such case, iyzico shall have the right to terminate the agreement without any indemnification.
- b) iyzico shall provide the system tools necessary for utilization of Platform to be implemented by the Seller.
- c) iyzico shall provide user support for the Platform and has the authority to give instructions on installing, use and operation of the Platform.
- d) Seller shall notify iyzico on any cyber attacks, viruses and similar harmful and unauthorized accesses to the Platform and the information by third persons.
- e) iyzico does not allow the Seller to modify the system tools, interfere with its functions unless envisaged and to act in contradiction with the installation and usage instructions for the system tools. Seller's acting against those conditions shall constitute a breach of the Agreement.
- f) Seller is responsible for providing the information including in particular the below information as it is obliged by the regulations in force, at its designated area on the Website:
  - Detailed description of products and services offered on the Website,
  - Product return and payment refund policy,
  - Seller's contact information including e-mail address and phone number for Seller's service needs,
  - Payment currency
  - If present, restrictions on sale and legal conditions (e.g. minimum age etc.)

- Delivery conditions
- g) iyzico shall provide access to the Platform's Management Interface on web to the Seller. Access to the Management Interface shall be made with an exclusive password to be given to the Seller.

## 5. RIGHTS AND OBLIGATIONS OF THE SELLER

- a) The Seller agrees and declares not to make any modifications to the Platform, not to interfere in the operation of the Platform and to utilize the Platform in accordance with the instruction on installation and usage.
- b) The Seller shall comply with the description provided by iyzico on the features of the Platform, "Rules on Making Payments via iyzico Platform" as well as all updates to those and shall be responsible for any claims due to its violation of them.
- c) The Seller shall not list/offer to sale products and services that are illegal to sell on the Website. iyzico shall have the authority to suspend the utilization of the Platform partially or completely in case it is determined that products or services that are illegal to offer to sale or against iyzico rules, in particular those listed below, are being sold on the Website. Similarly, the Buyer shall not utilize the Platform to obtain illegal or immoral products and services and/or for illegal immoral purposes.
  - Pornographic products or services with erotic content,
  - Products that show or promote child pornography and other sexual applications that indicate distribution of pornography is being committed,
  - Distribution of narcotics and psychotropic medicine,
  - Prescription drugs,
  - Products and services that may promote/cause crime or disable copyright protection measures,
  - Products and services prohibited by terror regulations
  - Other products and services that employ defamation and profanity in a way that may harm iyzico's reputation before third persons
  - Payments for debts arising in connection with betting. And gambling earnings irrespective of the place and kind of the gambling activity
  - Products infringing third persons' intellectual property rights.
- d) Rejection of a Payment Transaction or complete suspension of the access to Platform for reasons set forth above shall not constitute a breach of the Agreement by iyzico.
- e) All responsibility for the above situations lies with the Seller and iyzico's right to claim any damages together with its ancillaries from the Seller is reserved. Seller is

obliged to compensate any kind of damages of iyzico at once and in full upon the first request in case iyzico has accrued any damages upon sale or obtainment of products and services that are unlawful or in contradiction with the iyzico principles to sell.

- f) Seller is obliged to provide information on the products and services offered to sale on / obtained from the Website and the actions with respect to the Service to iyzico upon request. In case Seller fails to provide information as per this paragraph, iyzico shall have the authority to reject to perform the transaction related to the product and service about which information has not been provided and if the non-informing party is Seller, to prevent the Seller's access to the Platform completely.
- g) Seller is obliged to control and assure that the products and services offered by him/her on the Website is not among those listed in this article, or prohibited by law and that the products and services are being sold in compliance with regulations.
- h) Seller shall fulfill all its documentation obligations entailed by the tax regulations for each product and/or service sold on the Website.
- i) Buyer shall take all reasonably necessary measures for security of the Payment Instrument. Buyer shall inform iyzico with one of the methods set forth in this Agreement in case the Payment Instrument is lost, stolen or unlawfully used.
- j) Seller shall take the necessary measures for ensuring privacy and security of Sensitive Payment Information. Seller shall not store, process or save Sensitive Payment Information and shall inform iyzico of any important security incidents.
- k) Seller agrees, declares and undertakes not to make fictitious transactions for earning profit with payment cards of himself or third persons via virtual POS devices which aim to benefit himself/herself or third persons which involve sale of cash. In case such a transaction is found by iyzico or official authorities, iyzico shall have the right to, unilaterally with immediate effect, suspend the utilization of virtual POS' and terminate the agreement for cause. In such case, iyzico's right to claim any kind of damage, irrelevant of the survival of Agreement, is reserved.

## 6. RIGHTS AND OBLIGATIONS OF iyzico

### 6.1. iyzico's Right to Block Access to the Platform and the Management Interface

- a) iyzico shall have the right to block access to the Platform and the Management Interface, especially if the situations listed below arise. Access should be re-granted upon suspension of such situation. In case of blocking of access, Seller shall not be able to use any of the functions in the Platform or Management Interface. (return, reporting, Seller creation etc.)

- In case there is the risk of computer viruses against the Platform,
- In case the Seller does not provide the information requested from it (including the information to be provided to the Buyer by the Seller himself) under the Agreement
- In case it is determined that the Service is being used in violation of Article 5(c)

- b) iyzico shall have the right to suspend the access to Platform, in case the situations listed in the paragraph (a) are not corrected within 3 days, or in case such situations repeat for more than once within 2 months by the Seller. When the reason for suspension of access is corrected, iyzico shall re-open the Platform for use following a security audit.
- c) iyzico shall have the right to audit the services under this Agreement without any prior notice to the Seller.

## 6.2. Platform Maintenance, Disruptions and Bug Fixes

- a) iyzico, shall provide the necessary constant maintenance, hardware and technical support for the Platform to work seamlessly. In connection with this, iyzico reserves the right to temporarily stop or limit the relevant servers in circumstances expressly set forth in this Agreement. In such case, the Seller shall have no right to compensation.
- b) Apart from the circumstances expressly set forth in this Agreement, iyzico shall put its best effort for the disruptions necessary for maintenance, update and similar purposes to happen in days other than workdays and in the evening or night hours (between 1 a.m. and 6 a.m.), however in emergencies, disruptions may be made out of the designated days and hours. In such a case the Marketplace shall notify the Seller of the details about the emergency and disruption.
- c) Except for the emergencies, iyzico shall inform the Seller beforehand with e-mail about disruptions so that the necessary measures can be taken.
- d) iyzico does not guarantee that the access to Management Interface will be uninterrupted or that the Platform will work continuously. iyzico shall process the payments on time, but it shall not be held liable for problems caused by the System Partners. However, it shall work to fix such problems as early as possible and be in contact with the System Partners.

## 6.3. Protection of Personal Data

- a) The Seller agrees to processing, storage and similar actions (entry into the system and saving) of the information that belongs to himself/herself. iyzico shall be aware that the personal data is “confidential information” and that it is obliged to show necessary care to ensure the privacy of the personal data given to it for this purpose.
- b) The Buyer agrees and declares that iyzico may, in situations where it is processing a complaint, share his/her information such as the transactions he made etc. with the Seller and/or Marketplace for the resolution of the complaint.
- c) iyzico shall use the Seller's contact information only for contacting the Seller. That information shall not be shared with third persons, except for the persons and situations set forth below:
  - employees of iyzico,

- third persons authorized by iyzico for processing of personal data (entry into the system and saving)
- Situations where it is necessary to fulfill a legal obligation.

## 7. COMPLAINT PROCEDURE, LIABILITIES FOR ERRORS AND DAMAGES

### 7.1. COMPLAINT PROCEDURE

a) The Seller shall notify iyzico of the complaints related to the services provided by iyzico via:

- e-mail to [sikayet@iyyzico.com](mailto:sikayet@iyyzico.com)
- registered mail to iyzico's physical address at Merdivenkoy Mah. Bora Sokak Nidakule Goztepe İş Merkezi No:1 Kat:19 Ofis 70-73 Kadıkoy/ İstanbul

b) The Seller may also start the complaint procedure by contacting the Authorized Personnel via the contact phone number. The Seller undertakes to make the complaint in written form by one of the methods set forth above, in case the Authorized Personnel or another person does not agree to process the complaint. In case the Seller delivers the complaint by phone, he/she shall be obliged to provide the contact information requested by iyzico and to send the documents, scans and error messages.

c) iyzico shall put forth its best effort for the problem subject to the complaint to be resolved. iyzico agrees, declares and undertakes that its employees to provide support with respect to the process of solving the problems are qualified personnel. iyzico shall not be responsible for delays in relation with the deficiencies in the complaints (lack of information)

d) Complaints sent by the Seller shall include the following: Reason of complaint, list of the parties involved in the transaction, transaction code if present, a detailed explanation of the problem and the content of possible error messages.

e) The seller shall not share the complaints sent by the Buyer with third persons and shall be obliged to verify the complaint. The Seller shall not direct the complaints received directly by him/her to iyzico, unless the complaint is caused by the Service.

f) Disputes which may arise between the Seller and any Buyer or other Seller shall be resolved between the Seller and the Buyer or the other Seller that is party to the transaction and iyzico shall not be responsible for those processes or the dispute. However, iyzico shall be available to provide necessary support including the supplying of all necessary documents and information. In case iyzico has to pay a cost for any reason within scope of this article, the Seller shall indemnify iyzico immediately.

g) Complaints shall be responded to by iyzico within 3 (three) days upon delivery by iyzico and in case the resolution requires joint work with System Partner, this period

may be extended for the information to be obtained from the System Partner, as long as prior notification in writing is made where the anticipated period is stated.

## 7.2. LIABILITY FOR ERRORS AND DAMAGES

- a) iyzico shall not participate in procurement to or return from the buyer of the products or services offered on the Website. Therefore, iyzico shall not be responsible for the products and services paid for via the Platform or the lawful execution of the agreements between the Buyer and the Seller or the Buyer and the Marketplace governing those products and services.
- b) iyzico shall be liable only for the direct damage arising from its negligence to perform its duties under the Agreement and shall not be responsible for the damage caused by third persons or System Partners where iyzico has no culpability.
- c) iyzico shall not be responsible for delays in the transfers to the Seller's account when such delays are because of the non-performance or delays due to wrong or missing entry of information by the Seller after the payment order is placed. iyzico shall not be responsible for non-performance of the Payment Transaction due to delays arising from circumstances beyond its foresight and control and for the errors in the Payment transaction that haven't been caused by iyzico's fault and for any damages arising from those delays and errors.
- d) If iyzico, its representatives, executives or employees incur any damage or they are subjected to a legal, administrative or penal sanction because of the Seller violating its undertakings and responsibilities under this Agreement or violating the law or third persons' rights, then the amounts paid shall be charged from the seller together with any ancillaries (including attorney fees) to be paid upon first request and any claims of third persons shall be directed at iyzico. iyzico reserves the right to set-off the aforementioned amounts from the payments to be made to the Seller.
- e) If the Seller violates the articles 4.3.1(f), 7.2(d) or 7.3(h) of this Agreement, the Seller shall be obliged to pay a penalty to iyzico amounting to the sales made by the Seller in the last three months. iyzico may set-off the penalty from the payments to be made to the Seller. Seller agrees and declares that iyzico may, for situations considered to be risky by iyzico or defined in Articles 4.3.1(f), 7.2.(d) or 7.3(h), reject to make the payments for the amounts that need to be paid to the Seller. iyzico's right to claim the damage exceeding the amount of penalty is reserved.

## 7.3. LIABILITY FOR SUSPICIOUS/UNAUTHORIZED/ERRONEOUS TRANSACTIONS

- a) If the payment is transferred to iyzico by the Buyer, iyzico shall transfer the payment as per the conditions set forth in this Agreement or stated by the Marketplace, following the relevant approval procedures, to the Seller. iyzico shall have no obligation to make a payment to the Seller, in case the Buyer does not transfer the payment. iyzico shall be responsible before the Seller for the proper realization of Payment Transaction.

- b) The Seller agrees and declares that the obligation of iyzico to transfer to the Seller the amount sent by the Buyer to iyzico begins at the moment of approval as stipulated in this Article 7.3. iyzico shall return the payment to the Buyer in case the necessary approval has not been given by the Buyer or the Marketplace approval procedure has not been completed for any reason.
- c) The Buyer shall be deemed to place the payment order for the relevant Payment Transaction at the moment he/she gives approval under the Marketplace's rules confirming that the product or service has been delivered/completed or the moment approval period set by the Marketplace is over. If the Buyer notifies that the product or service has not been delivered properly and in full, the amount shall be returned to the Buyer upon the notification to be made by the Marketplace and/or the Buyer; and in case any notification on the approval or rejection has not been made within the period assigned by the Marketplace, then the Buyer shall be deemed to have received the good or service properly and in full and the relevant amount shall be transferred to the Seller account. The Buyer shall not have the right to make any claim from iyzico for the amount paid to the Seller, if he/she has not notified iyzico about the delivery (late or missing delivery, defective product etc.) or he/she has notified iyzico that the delivery has been made properly.
- d) If a Erroneous/Unauthorized Transaction notification has been made to iyzico for any transaction, the Buyer may immediately, and in any case within 13 (thirteen) months following the realization of the Payment Transaction, request correction. In such case the relevant transaction amount shall not be transferred to the Seller and shall be returned to the Buyer and if the amount has already been transferred to the Seller, then iyzico shall request refund of the amount from the Seller (Seller shall return the amount within 1 day and iyzico's right to set-off the amount from other payments to be made to the Seller is reserved) and return to the Buyer. In cases where the Erroneous/Unauthorized Transaction is due to iyzico's fault, the unrealized or mistakenly realized part of the Payment Transaction shall be returned to the Seller and if the amount has been set-off the Payment Account, the Payment Account shall be returned to its prior status.
- e) iyzico shall have the right to keep and not transfer the payment to the Seller until the approval of the Buyer or the System Partner, in Suspicious Transactions and especially those listed below, or if iyzico has been notified by the Buyer or the System Partner. If the suspicious situation is proven with documentation, the payment shall definitely not be processed.
  - if there is suspicion that the Payment Transaction is not in accordance with legal terms,
  - if there is suspicion that the Payment Transaction has been made without knowledge of the holder of the credit card used in the Payment Transaction,
  - if there is suspicion that the Payment Transaction has been made without knowledge of the owner of the bank account used in the Payment Transaction,
  - if there is suspicion that the Payment Transaction is not a genuine one (except for the tests)

- f) iyzico shall have recourse from the Seller and the payment shall be made upon first request by iyzico together with all ancillaries for all loss and damage arising from the return of the payments to or compensation of the damage of the System Partner or the Buyer or from administrative sanctions imposed by relevant administrative bodies due to Erroneous/Unauthorized Transactions or Suspicious Transactions and the Buyer's request for refund upon return of the product. iyzico's right to set-off the relevant amounts from the payments to be made to the Seller is reserved.
- g) A penalty of TRY35 and for sales / payment transactions in foreign currencies; EUR10 for payments in EUR and USD15 for payments in USD for every Erroneous/Unauthorized/Suspicious Transaction sent by the System Partner regarding Seller's transactions shall apply to the Seller. Seller agrees that those penalties may be set-off from the payments to be made to him/her.
- h) iyzico's right to suspend/terminate the Seller's membership upon repeated refunds for Erroneous/Unauthorized/Suspicious Transactions as set forth in this Article 7.3. is reserved.
- i) As per the Article 45 of the Regulation on Payment Services, Issuance of Electronic Money and Payment Institutions and Electronic Money Institutions; in case a lost or stolen Payment Instrument is used or it is proven by the Buyer that the unauthorized transaction could be realized due to improper handling of personal security information or due to the Seller's culpability, then the Seller shall compensate the loss of the Buyer, iyzico and the Marketplace and the Seller shall transfer the amount collected unauthorizedly to iyzico for returning of such amount to the Buyer. When the determination of culpability for the transaction is not feasible, then the amount iyzico has had to pay to the Buyer or any other third person shall be collected from the Seller. iyzico's right to set-off the relevant amounts from the payments to be made to the Seller is reserved.
- j) If the Seller has a good cause appearing view that the user of any Payment Instrument is not the person authorized to use that Payment Instrument or the person whose information is used to realize the transaction, then the Seller shall review the authorizations of the Buyer and if he/she reaches the conclusion that the transaction is fraudulent, the payment shall not be accepted. The Seller shall inform iyzico immediately in such a case.

## 8. TERMS REGARDING THE USE OF iyzico LOGO BY THE SELLER

- a) The Seller agrees, declares and undertakes not to use iyzico name or logo in any promotions without prior written permission of iyzico.
- b) iyzico reserves the right to change the Platform and the content and design of its own website in a manner that will not disrupt the services provided. iyzico shall provide the changed materials to the Seller's use in such a case.
- c) The Seller agrees that iyzico may, on its website, publish the title, e-commerce name and logo of the Seller as long as this Agreement remains in force. The Seller is obliged to provide to iyzico its logo in html format and in any other formats as requested by iyzico and all other necessary information for this purpose.

## **9. TERMS REGARDING PAYMENTS**

### **9.1. GENERAL TERMS**

- a) iyzico is responsible for transferring the amount paid by the Buyer under the Agreement to it, on the workday following the date on which the payment order is deemed to be placed as per the Article 7.3(c) to the Seller.
- b) Within scope of the Service provided by iyzico under this Agreement, iyzico shall deduct the service fee commission as determined in the Membership Agreement between the Seller and the Marketplace from each transaction fee and transfer the payment within the term specified above to the Seller.
- c) Transaction fees for the payments to be transferred to the Seller shall be incurred by the Seller. (Details regarding payments and relevant deductions are found in the page at <https://www.iyzico.com/en/help-center/general/pricing/>)
- d) iyzico has the right to change pricing terms unilaterally.
- e) The Seller agrees that iyzico is not a bank, credit or financial institution and that the service provided by iyzico under this Agreement is not a banking service and that iyzico, as an electronic money institution, provides payment services as set forth in the Law.

With this respect, iyzico shall not apply interest on the amounts charged for the Payment Transaction or issue Payment Instruments and the Seller shall not demand any benefits under the name of interest etc.

iyzico may not conduct operations that would result in giving loans, make installments, making payments or payment guarantees for the non-collected amounts, to the Seller. The Seller agrees and undertakes not to make such demands from iyzico. However, if the Seller is providing installments himself/herself, then iyzico may provide the service for payment of installment amounts.

### **9.2. TERMS REGARDING PAYMENT TRANSACTIONS**

- a) iyzico shall not be responsible for situations of non-payment by System Partner to the Seller.
- b) iyzico shall be obliged to transmit the following information to the Seller without delay upon completion of the Payment Transaction:
  - The amount of the Payment Transaction in the currency in which the Seller's account will be credited,
  - Total fees to be paid and details of the fees,
  - Forex rate applied to the Payment Transaction or the imputed forex rate,
  - Information on the date when the payment fee is to be offered to the Seller's use

- c) It is necessary for the payment to be realized that the relevant System Partner has given provision for the payment. The Seller should pay commission to iyzico for each transaction made via the Platform on condition that provision has been given for the Transaction and that the Transaction has reached the “completed” status. Transaction shall reach the “completed” status upon completion of all processes requested by System Partners including transfer of the amount subject to the transaction by the Buyer via the Platform and positive provision given by the System Partner. The Seller shall be able to access the information for all the transactions that have reached “completed” status and shall be notified of the situation within the periods specified below.
    - Online payments made by credit or debit cards; shall be paid by the System Partner to the Seller’s bank account stated in the Agreement. The Seller shall document that the account notified in writing to iyzico actually belongs to himself/herself. Changes in account numbers can only be made upon written request of the Seller’s authorized representative.
    - If iyzico is given negative provision for the payment, the Seller shall be informed of the situation and the Transaction should be assigned the relevant status together with the reason given by the System Partner for non-completion of the Transaction, if present.
  - d) Pricing of the products and services offered on the website is made by the Seller and the Seller agrees that iyzico has no control or responsibility with this respect.
- 10. TERM OF THE AGREEMENT AND TERMINATION**
- a) This Agreement shall enter into force on the date specified in Article 4.1(b) and remain in force unless terminated by the Parties.
  - b) In case one of the Parties do not fulfill their obligations arising from this Agreement, the other Party shall send a notice and request the violation to be corrected within 14 (fourteen) days and in case the violation has not been ended within that period, the Agreement shall be terminated without need to any other notice.
  - c) The Seller may terminate this agreement without cause at any time by serving a 1 (one) month’s notice of termination in written form. Whereas iyzico may terminate the Agreement without cause at any time by serving a 2 (two) months’ notice of termination in written form. Obligations due before the termination date of the Agreement shall not be effected by the termination and the Parties’ rights due by the termination date shall be reserved.
  - d) In case iyzico’s permissions and licenses that allow the Service under this Agreement to be provided are revoked in any way and/or the agreement for collection of the amounts for sales made through the Website between the Marketplace and iyzico is terminated, then this Agreement shall be terminated automatically. The Seller agrees that he/she will not have any claims against iyzico for such automatic termination, except for accrued receivables.
  - e) iyzico may suspend its services under this Agreement and terminate the Agreement without any compensation in case the Seller becomes insolvent, becomes subject to procedures related to bankruptcy, suspension of bankruptcy, appointment of trustee,

arrangement of bankruptcy, suspends its activities de facto or makes a material change in its area of activity (including the products and services provided by the Seller), sells off all or a material part of his/her assets.

- f) iyzico may suspend the Service and prevent the Payment Instrument from use in case of suspicion of fraudulent or unauthorized use. In such a case, iyzico shall inform the Buyer of the issue unless the applicable regulations prevent such information to be shared or there are objective reasons threatening security; and iyzico shall offer the Service and the Payment Instrument to Buyer's use when the reason for suspension ends. iyzico may also suspend the Service when the Buyer violates the service for the duration of such violation.

## 11. MISCELLANEOUS

- a) Terms and conditions for the services provided by iyzico as announced on [www.iyzico.com](http://www.iyzico.com) website, shall be an annex and inseparable part of this Agreement. This Agreement shall always be accessible by the Seller on [www.iyzico.com](http://www.iyzico.com) website.
- b) Any tax, duty and fees arising from this Agreement shall be borne by the Parties equally.
- c) Parties may not transfer or assign the accrued or non-accrued receivables arising from this Agreement to third persons in any way, without written permission of the other Party.
- d) iyzico may announce any changes to the Agreement on its website and/or may publish new versions. In case of changes, iyzico shall send a notification including the scope of the change, effective date and the Seller's right to terminate 30 days before the effective date. In such case the Seller shall have the right to terminate the Agreement without paying any fee and if no objections are made within 30 days, then the changes shall be deemed to be agreed to.
- e) Exceptional events occurring without the Parties' will, beyond their control and not foreseeable in a feasible way and causing them to be unable to fulfill their obligations such as war, martial law, mobilization, terrorist acts, natural disasters, fire, strike and lock-out shall be deemed as force majeure events. In case of force majeure, obligations related to the Agreement of the parties shall be suspended until the end of the force majeure. When such suspension lasts for longer than 1 (one) month, the Parties shall have the right to terminate the Agreement.
- f) The Seller shall act in accordance with the laws, rules of Visa, MasterCard and other payment card institutions and authorities (Banking Regulation and Supervision Agency of Turkey, Central Bank of Republic of Turkey) and rules and procedures designated by iyzico.
- g) The Seller is obliged to list the product(s) that he/she offers to sale in the corresponding category in line with Law on Debit Cards and Credit Cards, Regulation on Credit Cards as well as the Law no. 6502 on Protection of Consumers and shall not use words unrelated with the product. The seller shall be personally liable for any loss and damage including administrative sanctions and penalties that iyzico is subjected to

due to the Seller's listing in violation of the Agreement executed with iyzico, Law on Debit Cards and Credit Cards, Regulation on Debit Cards and Credit Cards as well as the Law no. 6502 on Protection of Consumers or other applicable regulations and due to sale of the products with installments in violation of the relevant regulations of the Banking Regulation and Supervision Agency of Turkey

- h) In case iyzico determines that the product(s) are being categorized wrong or misleading information and/or words are being used for the product(s), then iyzico shall have the right to unilaterally terminate this Agreement. The Seller shall have no right to demand damage and loss from iyzico for unilateral termination by iyzico.
  - i) Amounts set in foreign currencies shall be paid upon conversion using the foreign exchange selling rate of the Central Bank of Republic of Turkey on the date of invoice or accrual of the penalty.
  - j) In case any terms of this Agreement are invalid for any reason, other terms and the validity and enforceability of the Agreement shall not be effected by such invalidity.
  - k) The Parties agree on the acceptability as contractual evidence of the records accessible via the Platform and the Management Interface.
  - l) The Parties agree to competency of Istanbul Anadolu Courts and Execution Offices for resolution of disputes arising from this Agreement.
  - m) Unless the Parties have notified the other Party in writing of the changes in their address stated in the Agreement, notifications and correspondence sent to the addresses stated in the Agreement shall be deemed validly delivered. iyzico shall make the notifications to the Seller under this Agreement via e-mail at times set forth in the Agreement. However, as per the Article 18/3 of Turkish Code of Commerce, notifications putting the other Party in default or terminating the Agreement shall be made via notary public, telegram or registered electronic mail sent using secure electronic signature.
  - n) The Parties agree that this Agreement has been concluded electronically and that the approval they have granted electronically is valid.