### **USER AGREEMENT**

### 1. Parties

This BITCI User Agreement ("Agreement") is drawn up between Bitci Teknoloji Anonim Şirketi ("Bitci") and Users ("You") who use and access to any channel, application and platform ("Platform") developed, published or operated by BITCI, such as {{EMAIL}} web site, BITCI Mobile Application as a member or if it is possible according to the features of the Platform without being a member, and Users who uses the contents, products and services made available on these Platforms. This Agreement is regulated to be effective from the execution of the actions or transactions listed in this article.

In addition to the basic services ("Crypto Unit Services") offered on the BITCI web site, it also offers the Stake Services stated in ANNEX-1 to its Users who meet the conditions stipulated in this Agreement.

If You do not accept the conditions set forth in this User Agreement and the Stake Annex, do not directly or indirectly use the products/services on the {{EMAIL}} website and mobile application.

#### 2. **Definitions**

- **BITCI** refers to the Bitci Teknoloji Anonim Şirketi.
- **USER** refers to the natural persons who approve the User Agreement on the {{EMAIL}} page.
- **Cryptocurrency** refers to a decentralized digital asset that uses cryptography encryption method and designed as an alternative to cash exchange tool. It can be used exchange transactions and may vary according to the free market.
- **Platform** refers to the {{EMAIL}} website and mobile applications of BITCI that provide services based on Android and IOS operating systems.
- Policy on Processing and Protection of Personal Data refers to the text that is available for the Users and it specifies the general privacy policy regarding the personal data of natural person Users who receive services from BITCI and the use of cookies.
- **Services** refers to applications granted to the Users to enable BITCI to perform the works and transactions defined in this Agreement.

# 3. Rights and Obligations

 BITCI Teknoloji Anonim Şirketi is the only and sole owner of all services, domain names, software codes, interfaces, contents, product reviews, videos, algorithms, drawings, models, designs and all other intellectual property rights (excluding content and applications provided by third parties). The software, design and copyrights of the services provided completely belong to BITCI. It

- is strictly prohibited to copy or reproduce the services and disseminate the pages associated with the services, as well as reverse engineering.
- User cannot transfer his/her account, obligations and rights to third parties, sell them or let anyone else use its own membership. In this case, BITCI reserves the right to cancel or suspend the User's account. Due to the use of these rights by BITCI, the User accepts that he/she irrevocably waives all of his/her rights. The User is responsible for all the damages that occur within the scope of this article, and all sanctions belong to the User.
- By accessing the website or downloading applications belonging to BITCI from any Platform or logging into the Platform, or by filling in the registration form given on the membership page of BITCI, the User declares that he/she understands and accepts this User Agreement and upon his/her electronic approval becomes a member. The User accepts that he/she will upload current and correct identification information regarding his/her photo and other contact information to the system during registration to the websites, applications or any Platform published by BITCI and he/she accepts notifying BITCI of any change of these information without any delay. The use of the Services is subject to the approval of this Agreement. The User is responsible for the accuracy and confidentiality of the information provided while becoming a member of the Platform, as well as the protection of the passwords and usernames and keeping those confidential. In the event that this information is seized by third parties or the Services are used in an unauthorized manner, all transactions made by the User will be deemed to have been made by the User until the User notifies BITCI about a contrary position by e-mail. In this case, BITCI does not accept any responsibility. All ownership and possession rights regarding the user accounts belong to BITCI.
- or other transaction durations regarding BITCI products, services or contents. It is obligatory for the User to perform his/her transactions on BITCI platforms from the bank account registered in the User's name. The rules of buying, selling and using BITCI products and services are published on the Platforms and constitutes the whole warnings and rules that placed on other pages. BITCI has the unilateral right to change the rules for the access, purchase, sale and use of its products or services. BITCI or its Managers or employees and the persons who prepared the information on this Platform have no legal and criminal liability for any damages, liabilities and / or losses that may arise as a result of the User's fault.
- Users can only make legal transactions on the Platform. The User accepts in advance that he/she will be responsible for all legal and criminal liability that will arise in the situation that it is detected that they act against the law and the legislation.
- The terms of membership to the Platform or the terms of use on the Platforms where BITCI's products, services or contents are available may differ depending on the transaction limit, the Service type or other conditions. Despite the request, if the identity and address information or the other information or documents requested by BITCI are not documented or submitted on time by the User, according to the sole discretion of BITCI, in presence of valid reason, BITCI will not allow any transaction to be made on the User's account. User accepts that the identity and address information documented by the system is requested in accordance with the Republic of

- Turkey laws and regulations, and upon the authorities request, this information will be shared with relevant authorities. BITCI undertakes to share the identity, address, information and documents of the User with natural and / or legal persons only in accordance with the BITCI Privacy Policy.
- o BITCI holds the right to suspend the User's membership or the rules governing the use of BITCI products or services or, if possible, the trading of them, or the Services at any time for any reason. In this case, BITCI may notify the User of this change through the Platforms. Transactions regarding the use of BITCI products, services or sites must be made from the registered accounts credit card or other payment methods under the same name as the User. If any risk related to the transactions is detected, BITCI has a right to cancel the transactions with all expenses belong to the User. BITCI cannot be held responsible for delays or transactions caused by the Bank, the User or other third parties. BITCI reserves the right to request identification or other information / document from the User whose transactions are refused, deemed risky and did not performed.
- The support for the services is provided via the e-mail address {{EMAIL}}. BITCI does not provide support services to its users with any method other than this e-mail address, does not ask for a password in support correspondence, does not provide a crypto currency address to its users to send cryptocurrency. This article is deemed as a notification and BITCI cannot be held responsible for any damages or losses that its users have suffered or may suffer due to an e-mail sent from an address other than the aforementioned e-mail address. Users have to ensure the security of their own accounts.

Users can benefit from the Services through the Platform. Since BITCI does not determine the prices on the platform, BITCI cannot be held responsible for the loss of the Users due to the changes in the prices and for the damages that arise or will arise.

BITCI does not engage in investment consultancy activities and does not make any trading recommendations on the Platforms. BITCI cannot be held liable in any way for the purchase and sale transactions made by the User on an exchange platform other than BITCI and for the damages arising or to be caused by these transactions.

• There are certain risks associated with investing in cryptocurrencies. The User accepts that he/she has the necessary experience and knowledge in trading and investing in cryptocurrencies, that the price of the assets subject to the cryptocurrencies follows a highly volatile course, and from this point of view that he/she has the ability to evaluate both legal and financial returns and risks. Therefore, the user cannot hold BITCI or its any manager, employee, consultant, affiliates or affiliate responsible for any adverse situation that may arise, or for any losses or damages arising from or as a result of the services offered or transactions made under this Agreement.

Upon the acceptance and approval of this Agreement, Users hereby, declare and undertake that they understand the risks of investing in cryptocurrencies. Users are responsible for their profits and losses due to the price changes. In case Users experience a loss or a damage, they cannot claim any rights from BITCI.

- The User accepts that the transactions made through the Platforms do not directly or indirectly constitute any unlawfulness or are in connection with criminal activity. It is technically not possible to track the content, product or service accessed through BITCI or, if possible due to their nature, how they are used in the purchased assets, where and for what purpose it was transferred, whether it was used in a crime or not. BITCI cannot be held responsible for the damages and losses, negative or positive damages of the Users or third parties arising from the misuse of cryptocurrencies. Users are personally responsible for legal actions, all expenses and tax liabilities related to the use of BITCI products, services, sites or contents. BITCI cannot be held responsible for the expenses and tax liability arising from the gains and losses of the Users.
- BITCI undertakes to act as a prudent trader and ensure the safety of the User who is a
  member of the Platform. In this context, user-owned savings are stored in cold storage
  (these cold storages have no internet connection) against a possible cyber-attack.
  Despite the performance of this commitment by BITCI, BITCI cannot be held
  responsible for any reason not caused by BITCI, including theft / fraud that may occur
  if the account is seized by unauthorized persons and use of BITCI Services by these
  unauthorized persons.
- The platform serves only to natural persons residing in the Republic of Turkey. Users must be older than the age of 18. '18 years' criteria is determined according to the Central Population Management System. The user hereby declares and undertakes that he/she is over 18 years old. BITCI has the right to terminate or suspend User accounts without notice for any reason that it determines that the owner is under the age of 18 or it is suspected of being used by people under the age of 18. The User, who undertakes that he/she is over the age of 18, is officially responsible for the accuracy of all the information he/she reports. BITCI relies on this statement in all transactions related to the User and acts accordingly.
- Each User can have only one User account. The User can use the Platform only to benefit from the Services defined in this Agreement. BITCI has the right to terminate or suspend the relevant User accounts without notice, in case there is more than one User account used by the same person.
- BITCI may cancel or reverse the transactions made by the User in case of security
  reasons or legal requirement, or in order to correct the system and ensure the correct
  operation of the system. During revocation, these user accounts can be frozen. BITCI
  cannot be held responsible for such transactions and no rights can be requested from
  BITCI.
- Users agree and undertake that BITCI or its Clubs will not be responsible for any damages that may arise due to the unauthorized use, sharing or publication of their shares on the Platform by third parties; not to use or send photographs, pseudonyms, contents, messages or comments that are threating, immoral, racist, or contrary to the laws of the Republic of Turkey, international treaties, or that those containing political messages, violating the intellectual or industrial property rights of third parties; that user names, photos, correspondences, subject titles and nicknames to be added to the platforms are in accordance with the general morality, etiquette and legal rules and do not contain political messages; that including the rights of publication, processing and reproduction, dissemination, representation, transmission to the public, transfer and assignment to third parties regarding the aforementioned phrases, correspondences and photographs and all the financial rights that are foreseen in the Law No. 5846

Intellectual and Artistic Works Law have been transferred to the BITCI; not to act in a way that adversely effects the other Users' use of the Platforms and that the responsibility of all damages incurred by the BITCI or the Club or the relevant User as a result of such abuse lies with himself/herself, and in the event that such abuse is detected, that BITCI or the Club has the right to terminate or suspend that User's account in the relevant service; not to publish, print, reproduce or distribute material or information that is defamatory, infringing, immoral, indecent or illegal against and on the names of persons or institutions; not to advertise, sell or offer to sell any goods or services, engage in surveys, contests or chain letter activities; not to send any information or program that may or will harm the Platforms or the information and programs on other Users' computers; that any recordings or materials obtained by using the services offered on the Platform are entirely within the consent of the User, and that the responsibility for malfunctions, loss of information and other kinds of losses that may occur on his/her own computer belongs to him/her.

- The User accepts that while concluding the money transfer transaction, he/she will use the bank account registered under the same as the User's name, which account is being operated in accordance with the laws of the Republic of Turkey. In the event that the User makes the transaction with different names, the User is solely responsible for the delays that may occur or the complete failure of the transaction. The return process of the transfers made under different names is regulated in the "Help Center" section, which is an integral part of this Agreement. Again, the User is responsible for the delays or the non-delivery of the transfer that may arise in case of transfers via ATMs or other money deposit methods. The procedures regarding these matters are regulated in the "Help Center" section. The violation of these provisions by the User or the person or persons directly or indirectly associated with the User constitutes a unilateral and justifiable reason for termination of the Agreement and all legal and criminal responsibility belongs to the User. BITCI may decide not to open an account for this person or persons from now on and implement this decision.
- Upon the request, the User must document their information that is requested by the BITCI such as ID. In the event that the identity and other information of the User is not documented the despite the request, BITCI has the right to not to allow any transactions to be made on the account belonging to the User.
- The username and password information needed by the User to access the Account Information Page and perform transactions on the Platform is created by the User himself/herself, and the security and confidentiality of such information is entirely the responsibility of the User. The User shall use a strong password on the Platform and this password shall be used solely on the BITCI Platforms. The User hereby accepts, undertakes and declares that he/she is responsible for the accuracy and confidentiality of the information provided while becoming a member of the Platform; the transactions that are performed with his/her username and password are carried out by him/her; the responsibility arising from such transactions belongs to him/her in advance; he/she cannot submit any defense or objection stating that those transactions are not carried out by him/her, and based on these defense or objection, he/she cannot avoid the fulfillment of the obligations.
- Cryptocurrency transfers made through the platform cannot be refunded. Since crypto money transfers cannot be refunded, the service fee and transaction fee received by BITCI cannot be refunded. With the signing of this Agreement, the User declares and undertakes that he/she accepts the provisions of this article in advance.

- Without giving any reason, BITCI has the right to not accept transaction orders and
  money transfers made by the Users. However, in such case, BITCI will immediately
  refund the money deposited by the Users.
- BITCI has the right to make any changes in the deposit and withdrawal transactions
  offered through Platform. BITCI will and cannot be hold liable for any damages that
  may arise due to these changes. However, BITCI undertakes to announce the said
  changes it makes on the help pages or other pages on the {EMAIL}} internet
  platform.
- BITCI is a completely independent company from any similar cryptocurrency trading
  platforms and is not a representative of any company, internet platform or institution.
  It does not cooperate with any company. For this reason, BITCI cannot be hold
  responsible or liable for the grievances experienced by the Users through other similar
  platforms.
- BITCI does not undertake that the use of the Platform is uninterrupted and error-free. Although the Company aims to make the Platform accessible and available 24/7, it does not guarantee the functionality and accessibility of the systems that provide access to the Platform.
- The fact that BITCI does not exercise the rights and powers specified in this Agreement at the time of their emergence does not mean that these rights and powers and their use are waived, albeit implicitly. BITCI is entitled to use these rights and powers whenever it wishes in accordance with relevant legislation.
- BITCI cannot be held responsible in any way for any technical malfunctions that may
  occur on the website. BITCI cannot be held responsible for any direct or indirect
  damages that may arise due to short-term or long-term technical defects, failures or
  malfunctions.
- In case of disputes that may arise from this Agreement, the User accepts that the
  official books and commercial records of BITCI and the e-archive records, electronic
  information and computer records kept in BITCI's database and servers shall
  constitute binding, final and exclusive evidence and that this article is in the nature of
  Evidence Contract within the meaning and scope of the Article 193 of the Code of
  Civil Procedure Law No.6100.
- BITCI will communicate with the User via the e-mail address that the User has specified while registering, or by calling the phone number of the User or by sending her/him a SMS. The User is responsible for keeping her/his e-mail address and phone number up to date. In case of change in the information provided during the conclusion of this Agreement, such information shall be updated immediately. BITCI will not be liable if this information provided incompletely or incorrectly, or is not up to date.
- This Agreement constitutes the entire agreement between the Parties on this subject. If any provision of this Agreement is determined by any competent court, arbitral tribunal or administrative authority to be wholly or partially invalid or unenforceable or unreasonable, then, to the extent of invalidity, unenforceability or unreasonableness, this Agreement shall be deemed severable and all other provisions shall remain in full force and effect.
- Without the prior written consent of BITCI, the User may not assign her/his rights or
  obligations under this Agreement, in whole or in part. On the other hand, BITCI may
  transfer and assign its rights, obligations, debts and/or receivables arising from this
  Agreement without any permission.
- BITCI may change all the terms and provisions of this Agreement without prior notice. However, these changes will be announced on notified on the web site. In the

same way, BITCI may send these changes as a SMS to the mobile phone number of the Users that they declared while registering to the system, and as an e-mail to their e-mail addresses. By signing the Agreement, the User has accepted these notification methods. By accepting this Agreement, the User declares and undertakes in advance that he/she accepts these changes to be made by BITCI with retroactive effect.

• Upon the publication of this Agreement on the web site by BITCI, it becomes retroactively valid and covers all old and new Users.

### 4. Pricing

- Without prejudice to the article 4.2 set forth below, on its Platforms, BITCI announces the fees and commissions related to the services provided under the Platforms. BITCI reserves the right to change these fees and rates at any time without notice. Existing fees, commissions and limits are integral part of this Agreement, and the changes will become effective from the moment they are announced on the Platforms.
- o BITCI products, services or contents that are used or purchased through the Platforms cannot be cancelled or refunded. Accordingly, the service and transaction fees deducted from the User by BITCI cannot be refunded. Upon the approval of this Agreement, the User declares and undertakes in advance that he/she accepts the provisions of this article. The User undertakes and accept that he/she cannot hold BITCI liable or responsible for the transactions that he/she thinks he/she done incorrectly.

## 5. Privacy Policy and Protection of Personal Data

- In the event that this Agreement is accepted and approved by the User, BITCI
  may process user information in accordance with the Privacy Policy which is
  an integral part of this Agreement and prepared in accordance with the Law on
  the Protection of Personal Data No. 6698.
- o BITCI detects and records the IP addresses, device and model with which they access, operating systems and browser information of the Users. By accepting the Privacy Policy, which is an annex to this Agreement, the User also accepts that he/she gives his/her explicit consent to the BITCI in this regard. As it is detailed in the Privacy Policy, BITCI may use this information to identify its Users in a general way, to collect comprehensive demographic information, to ensure User and system security, to fight against fraud and to comply with the legal obligations.
- The information provided by the Users will not be used in any scope other than
  the rules and procedures specified in the User Agreement, and it will not be
  shared with any third parties.
- O BITCI may provide links to other web sites or applications within the Platforms. Also, BITCI may publish advertisements and/or application forms for various services of contracted third parties or direct Users to these thirdparty web sites or applications. BITCI is not responsible for the privacy practices and policies and the content provided by third-party applications or web sites, to which they access in this way.

- In situations listed below, BITCI will be able to disclose the information of its Users to the third-parties by going beyond the provisions of this privacy statement. These situations are:
- Where it is required by the applicable legislation,
- In situations related to the fulfillment of the requirements of the Agreements between the BITCI and the Users and implementation of these,
- In situations where the information regarding the Users is requested in line with an investigation or for an investigation carried out in compliance with the procedural method by authorized administrative and/or judicial authorities,
- In situations where it is necessary to provide information to protect the rights or security of the Users.
  - BITCI undertakes to keep the confidential information provided to it strictly private and confidential, to accept it as an obligation to keep it as a secret, to take all precautions and measures and to show all due care fully to ensure and maintain confidentiality, to prevent all and any part of confidential information from becoming public or to be disclosed to an unauthorized User or to a third-party.
  - In accordance with the Privacy Policy and Protection of Personal Data section of this Agreement, BITCI undertakes the following:
    - To gather and protect the personal data in accordance with KVKK (Personal Data Protection Law),
    - Not to use the personal data directly or indirectly for any other purpose other than the realization of the purpose of the relationship between the Parties,
    - Except in the situations of legal obligation, not to disclose the confidential information to third parties or institutions without the consent of the User, and not to allow confidential information's use or being copied by third parties,
    - Confidential information will also be protected by the personnel, proxies, and natural or legal persons acting on behalf of the Parties.

## 6. Intellectual Property Rights

Intellectual property rights of the software, design, domain name of the Platforms including the "BITCI" brand and logo, "BITCI" mobile applications, and all kinds of trademarks, designs, logos, trade dress, slogans and all other contents created by BITCI in connection with those solely belong to the BITCI.

Without the written permission of BITCI, the User cannot use, share, distribute, exhibit, reproduce, or make derivative works of intellectual property rights owned by BITCI. The User may not use the whole or a part of the mobile application or the Platform in any other environment without the written permission of the BITCI.

In the event that User acts in a way that violates the intellectual property rights of the third parties or BITCI, then, the User is obliged to compensate all direct and indirect damages and expenses of the BITCI and/or the said third party.

## 7. Nonliability Statement

- o Including the pricing and statistics, BITCI is not responsible for any content on the Platforms. All data, analyses, reports, statistics on the Platform are processed and objectively presented by a software that has automatically processed the information without any editing or interfering. All kinds of news and reports submitted by BITCI is solely for informational purposes and does not have the characteristics of the direct solution, conclusion, legal opinion, political and sociological research information. Also, their exact accuracy is not guaranteed. Data may be conflicting or inconsistent with each other. In such cases, BITCI does not take any responsibility.
- Regarding the results to be obtained by any person or organization through User of the content submitted by BITCI, BITCI does not give any express or implied warranties including any warranties of merchantability, performance, marketability or fitness for a particular purpose. All the content is provided to the Users "as it is". BITCI cannot be held responsible for any loss of profits or any damages, including negative damages, that may arise from the use of the content. References to any person/institution/company/brand in the contents provided by BITCI, are neither a recommendation to buy, sell or hold stocks of the person/institution/company/brand nor a recommendation that will affect the market value, rankings, brand values of the listed.
- OPlatforms only provide the infrastructure that allows access to BITCI products, services or contents, their use, or the purchasing or selling of them depending on their nature. BITCI, in no way, guarantees the conclusion of the transactions or the execution of the orders placed on the Platform. Prices are determined solely and completely according to the supply-demand relationship of the trading parties for the relevant cryptocurrency. Prices on the web site is not determined by the BITCI. BITCI cannot be held responsible for the losses or damages incurred or possible will be incurred by the Users due to the changes in the prices or non-execution of transactions.

### 8. Applicable Law and Competent Courts

To the disputes arising from or in connection with this Agreement or the use of the Platforms, the User Agreement and the Laws of the Republic of Turkey will be applied. Istanbul Anatolian Courts and Enforcement Offices are exclusively authorized to resolve these disputes.

### 9. Amendments and Evidential Contract

Without the need for prior notice, BITCI has the right to unilaterally change and update all conditions and provisions in this legal notice, including the Personal Data Processing and Protection Policy.

In the disputes that may arise from or in connection to this Agreement, the Parties agree that the electronic and system records, commercial books, book records, microfilm, microfiche, email correspondence, and computer records kept by BITCI in its own database shall constitute reliable, binding, final and exclusive and that this article is in the nature of Evidence Contract within the meaning of the Article 193 of the Code of Civil Procedure Law No.6100.

## 10. Effectiveness and Acceptance

By visiting any page of the BITCI website or by using the BITCI mobile application or starting to use another Platform, You hereby, accept, declare and undertake that You have read the entire User Agreement, fully understood its contents and approved all of its provisions.

Users who do not accept the terms of the User Agreement shall not use the Platform and the services provided on the Platform in any way. Otherwise, BITCI cannot be held responsible for any damages that have incurred or will incur.

### 11. Legal and Penal Sanctions

- By accepting this Agreement, the User is hereby deemed to have read and accepted all the explanations made or to be made thereafter by the authorized institutions regarding all the cryptocurrencies.
- o In the event that the web site is used by the User for unlawful purposes or is made available to another person accordingly, then, the User is responsible for any consequences in accordance with this Agreement. The User further accepts, declares and undertakes that he/she will not hold BITCI responsible in this regard. Due to the freezing, permanent or temporary deletion, suspension, etc. of the User's account, BITCI has the right to ban this person from opening an account indefinitely.
- Upon the acceptance of this Agreement, the User undertakes to use the web site in accordance with the laws of the Republic of Turkey and all of its legislation. In the event that BITCI detects an illegal use, BITCI has the right and authority to share all the information of the User with the competent authorities. This does not constitute a breach of confidentiality and BITCI cannot be held responsible.

- The User undertakes not to make posts that tarnish the BITCI's name, damage its commercial reputation or create unfair competition by using BITCI name and/or logo. This commitment covers all social media platforms including all kinds of written and visual media. In case of detection of violation of this article, without prior notice, BITCI reserves the right to unilaterally terminate the Agreement, block, suspend or completely delete the User's account. In addition, for any violation of this article, BITCI will use its right of compensation against the User. The User accepts, declares and undertakes that he/she in advance waives all of his/her objection and demand rights due to the implementation of this article.
- o In the event that BITCI detects suspicious transaction attempt in terms of stock market workflow and software security, BITCI has the rights to temporarily or permanently prevent the purchasing or selling activities, freeze, suspend and close the account or accounts of the User that performed suspicious transactions. Due to the request of seizure from the judicial and administrative authorities and due to the requests from the banks due to the notifications done to them by these authorities, BITCI may implement a seizure operation of the assets in the User's account. Due to the implementation of this article by BITCI within the framework of honesty and good faith rules, BITCI cannot make subject to legal or criminal liability.
- BITCI has the right to temporarily or permanently close the accounts for purchasing and selling activities and to suspend, freeze or permanently close the accounts of the Users who use expressions contrary to the general morality and honesty rules in their correspondences via the {{EMAIL}}, Live Support and Communication Center. Due to the implementation of this article by BITCI within the framework of honesty and good faith rules, BITCI cannot make subject to legal or criminal liability.
- o In the event that cryptocurrency is sent to the User by BITCI by mistake, in a way that will cause unjust enrichment, this matter will be immediately notified to the User via e-mail, call, SMS etc. In the event that despite the notification, said cryptocurrency is not returned by the User within 1 business day, then, BITCI may terminate, suspend or permanently prevent the access the User's account. Again, in this case, the User's account may be reduced to a negative balance equal to the mistaken transfer made by BITCI and legal actions may be taken. BITCI reserves the right to claim indemnification of the direct or indirect damages incurred due to this transaction.
- Despite the fact that BITCI determines that any article or articles of this
  Agreement have been violated by the User, BITCI's failure to terminate the
  Agreement, or failure to take legal actions against the User, cannot be
  interpreted as a waiver of these rights by BITCI. All rights of the BITCI are
  reserved against these detected violations.

# 12. Accessing to the Account and User's BITCI Assets

In the event that any article of this Agreement is violated by the User, without notice, BITCI has the right to terminate, delete, suspend, stop and restrict the User's account. However, even

if these rights are exercised by BITCI, the User's assets within the BITCI will not be affected by this situation and upon the request of the User, these assets will be immediately returned to the User, provided that there is no legal restriction on the User's assets within BITCI. For 1 month after deactivation, cancellation or termination of the account, the User has the right to transfer the digital currency associated with his/her Digital Wallet.

## 13. Force Majeure

- Including but not limited to the following cases, if BITCI cannot fulfill its
  obligations arising from this Agreement, it cannot be held responsible for its
  delayed or blocked obligations and this situation cannot be considered as a
  violation of the Agreement:
  - Insurrection, embargo, government intervention, riot, occupation, war, levy en masse, strike, lockout, labor actions or boycotts;
  - Cyber-attacks, communication problems, infrastructure and internet failures, system improvement or renewal works and malfunctions that may occur due to these;
  - Power outage, fire, explosion, storm, flood, earthquake, migration, epidemic or other natural disaster or other events that are beyond the control of BITCI, are not cause by its fault and cannot be reasonably foreseen.

#### 14. Termination of Account

- The User can request the complete termination of his/her account at any time without giving any reason. This request can only be forwarded to {{EMAIL}} via a selfie and with an ID and a signed petition. Upon this request of the User, the User's account will be terminated within 30 days from the date of receipt of the request.
- In accordance with the legal regulations and legitimate interests of the BITCI, transaction details and data of the User whose account is terminated will continue to be stored by BITCI for the periods stipulated in the relevant legislation.

## 15. Approval of the Agreement

- o This User Agreement has entered into force from the moment it is electronically approved, by reading and fully understanding all of its articles.
- Users who do not accept the terms of this User Agreement shall not use the Platforms and the services provided through the Platforms. Otherwise, BITCI cannot be held responsible for any damages that have arisen or will arise.

According to the MASAK (Financial Crimes Investigation Board) Legislation, BITCI products and services must be used personally by You. If you open or use your BITCI account on behalf of someone else other your yourself, then, it is mandatory and necessary for You to declare real beneficiary by completing the KYC and Real Beneficiary Declaration Form on the BITCI web site. The matters declared in this way are conveyed to the relevant institutions and organizations in accordance with the current legislation. The legal responsibility for false information and statements solely belongs to the User.