Conditions of Use

Last updated: January 23, 2021

Welcome to buyomarket.ml, buyomarket.ml Services LLC and/or its affiliates ("Buyo") provide website features and other products and services to you when you visit or shop at buyomarket.ml, use Buyo products or services, use Buyo applications for mobile, or use software provided by Buyo in connection with any of the foregoing (collectively, "Buyo Services"). Buyo provides the Buyo Services subject to the following conditions.

By using Buyo Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Buyo Services, and sometimes additional terms may apply. When you use an Buyo Service you also will be subject to the guidelines, terms and agreements applicable to that Buyo Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

ELECTRONIC COMMUNICATIONS

When you use Buyo Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Buyo Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any Buyo Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Buyo or its content suppliers and protected by Turkey and international copyright laws. The compilation of all content included in or made available through any Buyo Service is the exclusive property of Buyo and protected by Turkey and international copyright laws.

PATENTS

One or more patents owned by Buyo apply to the Buyo Services and to the features and services accessible via the Buyo Services. Portions of the Buyo Services operate under license of one or more patents.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, Buyo or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Buyo Services. This license does not include any resale or commercial use of any Buyo Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Buyo Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Buyo or its licensors, suppliers, publishers, rightsholders, or other content providers. No Buyo Service, nor any part of any Buyo Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Buyo. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Buyo without express written consent. You may not use any meta tags or any other "hidden text" utilizing Buyo's name or trademarks without the express written consent of Buyo. You may not misuse the Buyo

Services. You may use the Buyo Services only as permitted by law. The licenses granted by Buyo terminate if you do not comply with these Conditions of Use or any Service Terms.

YOUR ACCOUNT

You may need your own Buyo account to use certain Buyo Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Buyo does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Buyo Services only with involvement of a parent or guardian. Parents and guardians may create profiles for teenagers in their Buyo Household. Alcohol listings on Buyo are intended for adults. You must be at least 21 years of age to purchase alcohol, or use any site functionality related to alcohol. Buyo reserves the right to refuse service, terminate accounts, terminate your rights to use Buyo Services, remove or edit content, or cancel orders in its sole discretion.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Buyo reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Buyo a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Buyo and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Buyo for all claims resulting from content you supply. Buyo has the right but not the obligation to monitor and edit or remove any activity or content. Buyo takes no responsibility and assumes no liability for any content posted by you or any third party.

INTELLECTUAL PROPERTY COMPLAINTS

Buyo respects the intellectual property of others. If you believe that your intellectual property rights are being infringed, please reach us through info@buomarket.ml

RISK OF LOSS

All purchases of physical items from Buyo are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

RETURNS, REFUNDS AND TITLE

Buyo does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Buyo does not take title to the refunded item.

PRODUCT DESCRIPTIONS

Buyo attempts to be as accurate as possible. However, Buyo does not warrant that product descriptions or other content of any Buyo Service is accurate, complete, reliable, current, or error-free. If a product offered by Buyo itself is not as described, your sole remedy is to return it in unused condition.

PRICING

"List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. We regularly check List Prices against prices recently found on Buyo and other retailers. Certain products may have a "Was Price" displayed, which is determined using recent price history of the product on Buyo.

With respect to items sold by Buyo, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Buyo is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Other merchants may follow different policies in the event of a mispriced item.

We generally do not charge your credit card until after your order has entered the shipping process or, for digital products, until we make the digital product available to you.

APP PERMISSIONS

When you use apps created by Buyo, you may grant certain permissions to us for your device. Most mobile devices provide you with information about these permissions.

SANCTIONS AND EXPORT POLICY

You may not use any Buyo Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using Buyo Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including Buyo Software), technology, and services.

OTHER BUSINESSES

Parties other than Buyo operate stores, provide services or software, or sell product lines through the Buyo Services. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Buyo. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). Buyo does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE BUYO SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE BUYO SERVICES ARE PROVIDED BY BUYO ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. BUYO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE BUYO SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE BUYO SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE BUYO SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, BUYO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYO DOES NOT

WARRANT THAT THE BUYO SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE BUYO SERVICES, BUYO'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM BUYO ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, BUYO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY BUYO SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY BUYO SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

DISPUTES

Any dispute or claim relating in any way to your use of any Buyo Service, or to any products or services sold or distributed by Buyo or through Buyomarket.ml will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any Buyo Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the Republic of Turkey, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Buyo.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, posted on this site. These policies also govern your use of Buyo Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

Buyomarket.ml, Inc. Konaklar Mahallesi, 33437 Levent Mah. Besiktas http://www.buyomarket.ml/

ADDITIONAL BUYO SOFTWARE TERMS

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Buyo Services (the "Buyo Software").

1. Use of the Buyo Software. You may use Buyo Software solely for purposes of enabling you to use the Buyo Services as provided by Buyo, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Buyo Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Buyo Software in whole or in part. All software used in any Buyo Service is the property of Buyo or its software suppliers and is protected by United States and international copyright laws.

- 2. **Use of Third Party Services.** When you use the Buyo Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
- 3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Buyo Software, whether in whole or in part.
- 4. **Updates.** We may offer automatic or manual updates to the Buyo Software at any time and without notice to you.
- 5. **Government End Users.** If you are a government end user, we are licensing the Buyo Software to you as a "Commercial Item", and the rights we grant you to the Buyo Software are the same as the rights we grant to all others under these Conditions of Use.
- 6. **Conflicts.** In the event of any conflict between these Conditions of Use and any other Buyo or third-party terms applicable to any portion of Buyo Software, such as open-source license terms, such other terms will control as to that portion of the Buyo Software and to the extent of the conflict.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your intellectual property rights have been infringed, please submit your complaint to info@buyomarket.ml. This form may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims.

We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.