

ELYT TERMS OF USE

Last updated May 11, 2022

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

1. Acceptance of Terms

Welcome to the ELYT website. ELYT TEKNOLOJİ ANONİM ŞİRKETİ. ("**ELYT**") owns and operates ELYT.NET and other mobile or affiliated websites or applications that refer to these Terms of Use (collectively, the "**Site**"). ELYT operates the Site to provide information and certain services to visitors (the "**Services**").

By using the Site or any Services available through the Site, you agree to comply with and be legally bound by the terms, conditions, and restrictions of these Terms of Use ("**Terms**"). Please read carefully these Terms and our Privacy Policy, which may be found at <https://welcome.elyt.net/legal/ELYT.Privacy.Policy.pdf> and which are incorporated by reference into these Terms. These Terms, together with our Privacy Policy, govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and ELYT.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services.

Individuals who use the Site are referred to as "**Users**", "**you**" and "**your**". If you access the Site or accept these Terms on behalf of a ELYT or other legal entity, you represent and warrant that you have the authority to bind that legal entity and, in such event, "you" and "your" will refer to that legal entity.

"**We**", "**us**", or "**our**" refer to ELYT.

In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

2. Modification

ELYT reserves the right, at its sole discretion, to modify or discontinue, temporarily or permanently, the Site, Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. We will also update the "Last Updated Date" at the top of these Terms. Modifications to these Terms will automatically take effect upon posting. By continuing to access or use the Site after we have posted a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease accessing or using the Site.

3. Eligibility

The Site is intended solely for persons who are

(i) 18 or older, or

(ii) 13 and older if either (a) an emancipated minor, or (b) he/she possesses legal parental or guardian consent.

By accessing or using the Site you represent and warrant that you are not legally prohibited from accessing the Site or using the Services under the laws of the country in which you access or use the Site.

4. About the Site

The Site allows a User to access information and the Services and provides opportunities for a User to request information, apply for an account, sign up for notifications or a newsletter, apply to a position, or engage with ELYT through provided communication options. You agree to provide accurate, current and complete information in all communications with ELYT and in all other use of the Site or Services.

THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE MARKETORS AND INFLUENCERS TO CONNECT AND ENTER INTO AGREEMENTS WITH ELYT AND/OR WITH EACH OTHER. ELYT CANNOT AND DOES NOT CONTROL THE CONTENT POSTED BY USERS AND IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SUCH USER CONTENT, INCLUDING COMPLIANCE WITH APPLICABLE LAWS, RULES, AND GUIDES ETC.

Users can deposit and withdraw relevant tokens to the website. When a user wants to withdraw the tokens, the User will be subject to two-factor authentication.

The user has the right to withdraw the NFTs created by ELYT with the tokens accepted by the website to their own wallet by paying the mint fee. The user can reload the NFT User has withdrawn his/her own wallet to his/her account on the website by paying the mint fee again. The user can also list the NFTs in his/her account on the website by using the listing feature on the website.

ELYT reserves the right without notice, explanation or liability to:

- restrict or remove your ability to freely set a User Account;
- disallow any specific User Account
- edit any specific User Account; and/or
- fully remove any User Account from ELYT, the Website or anywhere else related to the Services where they appear or are stored.

ELYT reserves the right, acting at its sole discretion, to refuse to accept your registration request for a User Account. To the greatest extent permitted by law, ELYT also reserves the right, acting at its sole discretion, at any time to cancel your registration and access to your User Account or to restrict, limit or otherwise change your existing rights of access to your User Account, or any specific feature or benefit afforded to you in relation to your User Account, including without limitation in respect of any content (any such action a "Ban"), if it believes, at its sole discretion, that you have breached these Terms of Use or any other agreements between the Parties or for any other reason whatsoever.

In such an event you agree that ELYT will not be required to provide you with prior notice or explanation in respect of such action. Unless notified otherwise by ELYT within 7 calendar days of such Ban, any Ban by which your access to your User Account is fully cancelled shall be deemed as an immediate termination of this Agreement. In an event of Ban, you agree that you will remain fully bound under the terms of this Agreement until its termination or expiry.

ELYT may also, where it believes such action is necessary, without notice, block IP addresses of any users who ELYT believes, at its sole discretion, have breached these Terms of Use.

5. User Affirmations, Conduct and Use

By using the Site, you represent, warrant and agree to the following:

- You are at least 18 years of age.
- You are solely responsible for compliance with any and all laws, rules, regulations, or obligations that may apply to your use of the Site.
- Nothing that you upload, publish, represent, warrant or transmit using the Site, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- You will not use manual or automated software, devices, scripts, redirects, robots, other means or processes to access, "scrape", "crawl" or "spider" any web pages or other services contained in the Services.
- You will not use the Site for any commercial or other purposes that are not expressly permitted by these Terms.
- You will not copy, store or otherwise access any information contained on the Site for purposes not expressly permitted by these Terms.
- You will not interfere with or damage the Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- You will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity.
- You will not systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise.
- You will not access, tamper with, or use non-public areas of the Site, ELYT's computer systems, or any third-party provider system.
- You will not attempt to probe, scan, or test the vulnerability of any ELYT system or network or breach any security or authentication measures.
- You will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by ELYT or any of ELYT's providers or any other third party (including other Users) to protect the Site.
- You will not advocate, encourage, or assist any third party in doing any of the foregoing.

ELYT will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. ELYT may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms.

You acknowledge that ELYT has no obligation to monitor your access to or use of the Site, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or another governmental body.

6. Risks Related NFTs

NFTs are subject to certain inherent risks, in particular because NFTs may be based or enabled by the Smart Contracts on the AVALANCHE Blockchain (or any successor digital item standard). These risks include, inter alia, the following, which you acknowledge and accept to solely bear when acquiring, holding, managing, using, selling and/or otherwise alienating NFTs:

- i) There may not be a market with a sufficient number of potential buyers and sellers of NFTs. NFTs may therefore not be liquid, and you may not be able to effectively resell NFTs you have acquired. We make no representations or warranties that NFTs can effectively be resold.
- ii) NFTs may not have a use other than within ELYT, if at all.
- iii) The value of an NFT may be volatile. Virtual currencies and assets can be very volatile and impact the value of NFTs. We make no representations or warranties that any NFTs will retain and increase their value. You might lose money.
- iv) The ELYT platform may subject your ability to purchase, hold, manage, use, sell, and/or otherwise alienate NFTs to costs, fees, deductions or expenses, which you hereby agree to fully and solely bear.
- v) The ELYT platform may not function properly and may be subject to hacking, malicious software, interruptions and failures. These events may cause delays or failures in your ability to purchase, hold, manage, use, sell, or otherwise alienate NFTs.
- vi) Wallet accounts may not function properly and may be subject to hacking, malicious software, interruptions and failures. These events may cause delays or failures in your ability to purchase, hold, manage, use, sell, or otherwise alienate NFTs.
- vii) Laws may apply in certain jurisdictions and new regulations could be enacted that might limit or require changes to the functionality enabled by the ELYT platform, which could impact and/or impede on your ability to purchase, hold, manage, use sell, or otherwise alienate NFTs.
- viii) Other changes to the ELYT platform could impact and/or impede on your ability to purchase, hold, manage, use, sell, or otherwise alienate NFTs.

7. Ownership

The Site is protected by copyright, trademark, and other laws of foreign countries. You acknowledge and agree that the Site and Services, including all associated intellectual property rights, are the exclusive property of ELYT and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Content.

8. Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that ELYT is not responsible or liable for:

- (i) the availability or accuracy of such websites or resources; or
- (ii) the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement by ELYT. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

9. Advertisements

ELYT may include advertisements on its own behalf or paid advertisements on behalf of interested companies and/or individuals on the Site. By clicking on the advertisements, you may be shifted to a website of the advertiser or receive other messages, information, or offers from the advertiser. You acknowledge and agree that ELYT is not liable for the privacy practices of advertisers or the content of their websites, information, messages or offers. Users are wholly liable for all communications with advertisers and for all transactions subsequently executed.

10. Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of ELYT used herein are trademarks or registered trademarks of ELYT. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

11. Termination

We may, in our discretion and without liability to you, with or without cause, with or without prior notice, and at any time terminate these Terms or your access to our Site.

12. Disclaimers

IF YOU CHOOSE TO USE THE SITE OR SERVICE, YOU DO SO AT YOUR SOLE RISK. THE SITE AND SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ELYT EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ELYT MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ELYT MAKES NO WARRANTY REGARDING THE QUALITY OF THE SITE OR SERVICES.

13. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE OR SERVICES REMAINS WITH YOU. NEITHER ELYT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE OR ANY SERVICES WILL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR

SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ELYT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14. Indemnification

You agree to release, defend, indemnify, and hold ELYT and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising out of or in any way connected with (a) your access to or use of the Site, or your violation of these Terms; (b) your reliance on the Site; (c) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that your use of the Site caused damage to a third party. ELYT shall have the right to control all defense and settlement activities.

15. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without ELYT's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect.

ELYT may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and insure to the benefit of the parties, their successors and permitted assigns.

16. Notices

Unless otherwise specified herein, any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by ELYT by posting to the website or via electronic mail. For notices or communications by ELYT made by e-mail, if any, the date of receipt will be deemed the date on which such notice is transmitted.

17. Controlling Law and Jurisdiction

You agree that (i) the Site shall be deemed solely based in Turkey, and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over ELYT, either specific or general, in jurisdictions other than Turkey. These Terms shall be governed by the internal substantive laws of Turkey, without respect to its conflict of laws principles. You and we agree to submit to the personal jurisdiction of a state court located in Turkey for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution Provision below.

YOU AND ELYT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, SERVICES OR CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND WAIVED.

18. Severability

These Terms are intended to govern the agreement between ELYT and you to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of these Terms or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of these Terms and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. Dispute Resolution Provision

This Agreement is governed by the laws of Turkey

User shall contact the ELYT first. The ELYT will seek to address User's concerns without resorting to formal legal proceedings whenever possible. If User has a dispute with the ELYT, User should contact the ELYT, and a case number will be assigned. The ELYT will attempt to resolve User's dispute internally as soon as possible. The parties will agree to negotiate in good faith to resolve the dispute and discussions will remain confidential and subject to applicable laws protecting settlement discussions from use as evidence in any legal proceeding.

User and the ELYT agree that subject to any dispute, claim, or controversy between User and the ELYT that arises in connection with, or relating in any way, to these Terms, or to User's relationship with the ELYT as a user of the Services (whether by contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by a mandatory final and binding individual arbitration rather than a class action, except as set forth below under exceptions to the Agreement to Arbitrate. User and the ELYT further agree that the arbitrator will have the exclusive power to rule on his or her jurisdiction, including, without limitation, any objections with respect to the existence, scope, or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court, including, if applicable, attorney fees, except the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. The arbitration provisions set forth in this clause will survive termination of these Terms.

Any dispute arising out of or in connection with these Terms including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the İstanbul Chamber of Commerce Arbitration and Mediation Center (ITOTAM) in accordance with the Arbitration Rules of İstanbul Chamber of Commerce and Mediation Center (ITOTAM Rules) for the time being in force, which rules are deemed to be incorporated by reference in these Terms. The language to be used in the arbitral proceedings shall be Turkish. The governing law of the Agreement shall be the Republic of Turkey. The seat of the arbitration shall be İstanbul. The Tribunal shall consist of one arbitrator. The arbitration award shall be final and binding on the Parties.

The parties agree that the arbitration will be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration will not be disclosed to any non-parties except the tribunal, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to facilitate the arbitration. Notwithstanding the preceding, a party may disclose information to the extent that disclosure may be required to fulfill a legal duty, protect, or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This

confidentiality provision will survive the termination of these Terms and any arbitration brought under these Terms.

User and the ELYT agree that any claims relevant to these Terms, or User's relationship with the ELYT will be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. User and the ELYT further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable laws. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties involved.

The ELYT reserves the right to update, modify, revise, suspend, or make future changes regarding the parties' Agreement to Arbitrate, subject to applicable laws. User hereby consents and agrees that it is User's responsibility to ensure that your understanding of this Clause is up to date. Subject to applicable laws, User's continued use will be interpreted as the acceptance of any modifications regarding the parties' Agreement to Arbitrate. User agrees that if User objects to the modifications to Arbitration clauses, the ELYT may block access to User's account pending closure of account. In such circumstances, these Terms prior to modification will remain in full force and affect the pending closure of your accessibility.

User and the ELYT agree that the decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be final and binding upon both Parties.

20. International Users

ELYT makes no claim that the Site is appropriate or may be downloaded outside of Turkey. If you access the Site from a location outside Turkey, you do so at your own risk and are responsible for compliance with all applicable laws, rules, regulations or decrees of your jurisdiction.

21. Feedback and Reporting Misconduct

We welcome and encourage you to provide feedback, comments and suggestions (collectively "Feedback") for improvements to the Site. You may submit feedback by emailing us at support@elyt.net. You acknowledge and agree that all Feedback will be the sole and exclusive property of ELYT and you hereby irrevocably assign to ELYT and agree to irrevocably assign to ELYT all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At ELYT's request and expense, you will execute documents and take such further acts as ELYT may reasonably request to assist ELYT to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

22. General

The failure of ELYT to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ELYT. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Each of the Parties is an independent contractor, and neither Party is the legal representative, agent, joint venturer, partner, or employee of the other Party for any purpose whatsoever.

Neither Party has any right or authority to assume or create any obligations of any kind or make any representation or warranty on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever.

23. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between ELYT and you regarding the Site and supersede and replace any and all prior oral or written understandings or agreements between ELYT and you regarding the same.

24. Evidences

Any correspondence to be made between the Parties pursuant to this Agreement will be made via email. Parties declare, accept, and undertake that in case of disputes that may arise from this Agreement, the email correspondences, online records of ELYT, commercial books of ELYT and records between them will accept conclusive evidence.

25.Disclaimer

The original, legally binding version of this document is written in English. If it is translated into other languages by non-native English-speakers or by software, there may be discrepancies between the English version and the translated version. If so, the English version supersedes the translated version.