

## TERMS OF SERVICE

We, as [the Company name] (“we”, “us”, “our”) provide our services which are described below to you (“you” or “User”) through our website, platform, and marketplace located at [intangible.art] (the “Platform”), subject to provisions of this Terms of Services (“Terms”).

Commented [KLO1]: Buraya şirketin adını yazacağız.

We are a platform, through which the artists (“Creators”) and collectors (“Collectors”) are allowed to sell, purchase, list for auction, make offers, and bid (each a “Transaction”) on digital art represented on non-fungible Avax-based tokens, commonly known as NFTs (“Digital Artwork”).

These Terms govern your access to and use of our services, including our website, Platform, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services that link to these Terms (collectively, the “Services”). Any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services, you agree to be bound by these Terms.

**We know it’s tempting to skip these Terms, but it’s important to establish what you can expect from us as you use our Services, and what we expect from you. If you do not agree to any portion of these Terms, do not use or access the Services. If you use or access the Services, you will be deemed to have accepted these Terms.**

These Terms constitute the entire agreement between you and us, without prejudice to other legal documents that may be provided under our Platform, including the Privacy Policy published at [Link], and govern your use of the Platform, superseding any prior agreements between you and us with respect to the Platform. These Terms contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. You may also be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.

Commented [KLO2]: Privacy Policy’i yayınladığımız linki buraya koyacağız.

### 1- SCOPE

You may use the Services only if you agree to form a binding contract with us, and only if you are not a person barred from receiving Services under the laws of the applicable jurisdiction.

If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

We are constantly developing new technologies and features to improve our Services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our Services, and start offering new Services or stop offering old ones.

To provide you with our Services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see our Privacy Policy published at [\[Link\]](#).

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If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

## 2- CONTENT

Our Services allow you to commercialize some of your Digital Artwork and/or purchase the Digital Artwork created by the Creators through the Platform. Digital Artwork which you will be able to sell or purchase through this Platform are in limited edition.

You agree that all Digital Artwork, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content, contained in or delivered via the Services or otherwise made available by the Platform in connection with the Services is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws.

You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Digital Artwork you access through the Services. Except as expressly authorized by the Platform and/or by the related Creator in writing or in connection with your permitted use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Digital Artwork on this Platform, or post any Digital Artwork on this Platform on any other website or in a networked computer environment for any purpose.

You shall use the Digital Artwork on this Platform only for purposes that are permitted by these Terms and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved. Any information or content publicly posted or

privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Digital Artwork on this Platform, and you hereby release us from all liability for you having acquired the Digital Artwork on this Platform through the Services. We also cannot guarantee the identity of any users with whom you interact in using the Services and we are not responsible for which users gain access to the Services.

### **Registration.**

You may become a registered member ("Member") of the Platform by setting up a password protected account. You will be required to select a username and password when registering to become a Member. You must become a Member before placing any Digital Artwork on the Platform as a Creator and/or purchasing any of these Digital Artwork as a Collector.

Please note that you may be able to browse our Platform without registering for an account. However, you may be sometimes required to register in order to access or use certain features of the Platform, including participating as a Creator or Collector.

For registering yourself as a Creator to the Platform, you are required to contact us through [e-mail address], upon which we will communicate with you in order to determine whether you are eligible to exhibit your Digital Artwork on our Platform, which determination shall be subject to our sole discretion. In the event we regard you as eligible to exhibit your Digital Artwork on our Platform, we will manually register you to the Platform by ourselves to our Whitelist, subsequent to which, you will be entitled to freely exhibit your Digital Artwork.

If you opt to register to the Platform, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. You must select a unique user name for your account. You must not use a user name that is, in our sole discretion, vulgar, offensive, defamatory, obscene, hateful or otherwise unlawful or objectionable. In such a case, we may refuse any user name that we decide is inappropriate and / or refuse any person from becoming a Member. You, as a Member, must keep your password secure and confidential. You are solely responsible and liable for all activity conducted through your account. If you become aware of or reasonably suspect any security breach, including any loss, theft or unauthorized disclosure or use of your password, you must immediately report the actual or suspected security breach to us by contacting us. All information you provide to us must be true, complete and current, and you must update this information as necessary to keep it true, complete and current.

**Commented [KLO4]:** Sanatçıların kayıt için bizimle iletişime geçecekleri adreslerini yazacağız.

## **Payments.**

By registering on the Platform as a Creator, you herein expressly agree that, once any of the Digital Artwork is sold by you on our Platform, you will be entitled to following amounts, and we shall deduct the following fees (hereinafter – the “**Fee**”) from the payment to be made by the Collector:

**(i) For Initial Sales:** In the event a Digital Artwork sold by you to a Collector through our Platform, you will be entitled to 90% (ninety percent) of the payment to be made by the Collector, which shall be transferred to your wallet. We, as the Platform, will be entitled to the remaining balance of such payment amount, namely 10% (ten percent), the Fee, which we shall deduct from the payment to be made to you.

**(ii) For Secondary Sales:** In the event a Digital Artwork sold by you to a Collector through our Platform becomes subject to a re-sale by the same Collector, then you will be entitled to 10% (ten percent) of payment amount of such re-sale, any time that Digital Artwork is sold again. We, as the Platform, will be entitled to a %2 (two percent) Fee of such re-sale activities. **Please note that you will be entitled to this amount only if such re-sale activity is realized through our Platform.**

The abovementioned Fees shall be deducted from the Creator’s payment account, from the 100% of the price paid by the related Collector. The withdrawal shall be conducted on behalf of the Platform. By accepting these Terms, the Creator expressly agrees to this condition and authorizes the Platform to withdraw the Fee from the Creator’s payment account. This Fee is inclusive of all taxes.

The Creator hereby acknowledges and expressly and irrevocably agrees that in no way or situation the abovementioned Fees shall be refunded to the Creator. The Collector hereby acknowledges and expressly and irrevocably agrees that in no way or situation the payment made by the Collector for a Digital Artwork shall be refunded to the Collector except as otherwise expressly provided under these Terms.

We may change the Fee schedule from time-to-time unilaterally by posting the changes on the Platform for at least 30 days prior to such change becomes applicable.

The Collectors must pay for the Digital Artwork through the payment options made available on the Platform (MetaMask), and the Creators must receive the payment from the same Platform (Metamask). All transactions on the Platform are made in the native Avalanche cryptocurrency, AVAX. You must comply with the terms of all agreements between you and any third-party

**Commented [KLO5]:** Komisyon oranları değişecek olursa 30 gün önceden bildirelim, sonra yürürlüğe girsin diye bu şekilde yazdık.

**Commented [KLO6]:** Metamask ifadesi kullanılıyordu baktığımız örneklerde, bizim site için geçerli değilse söylebiliriz.

payment processors, and if you have any disputes regarding the processing of your payment, you must deal directly with those third parties to resolve the disputes.

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “**Taxes**”) associated with your use of the Platform (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or creation of any artworks). Therefore, you:

(i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction,

(ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

### **Wallet.**

In order to participate as a Creator or Collector in the marketplace, you must connect to a browser extension called MetaMask. MetaMask is an electronic wallet which allows you to purchase, store, and engage in transactions using the Avax cryptocurrency, AVAX.

**Commented [KLO7]:** Yukarıdaki yorumumuz burası için de geçerlidir.

## **3- GENERAL RULES**

When using our Services, you agree that you will abide by these Terms and will not:

- (a) Provide false or misleading information to us,
- (b) Upload content which you have no copyrights for,
- (c) Use or attempt to use another Member’s account without authorization from such Member and us,
- (d) Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Members from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Service in any manner,

(e) Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services,

(f) Reverse engineer any aspect of the Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Services, area or code of the Services,

(g) Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Services that you are not authorized to access,

(h) Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Service pages or functionality,

(i) Use data collected from our Services to contact individuals, companies, or other persons or entities,

(j) Use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing),

(k) Bypass or ignore instructions that control all automated access to the Services,

(l) Use the Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms,

(m) manipulate the price of a Digital Artwork in any way, including bidding on your own items, preventing bidding, or using the Platform to conceal economic activity,

(n) solicit personal information from anyone under the age of 18,

(o) access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services.

#### **4- INTELLECTUAL PROPERTY**

##### **Creators.**

You, as the Creator, guarantee that own all regal right, title, and interest in all intellectual property rights underlying the Digital Artwork exhibited by you on the Platform, including but not limited to copyrights and trademarks. You further guarantee not to violate any laws, regulations and

standards in force, or affects the rights of third parties, in the violation of which you shall be liable against the related Collectors and us.

The Creator has the right to reproduce, prepare derivative Digital Artwork, distribute, and display or perform the Digital Artwork.

Creators hereby acknowledges, understands, and agrees that we do not make any claim to your Digital Artwork and you are solely responsible for your Digital Artwork. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on your Digital Artwork, in whole or in part, in any media, for the purpose of operating the Services and you hereby waive any and all moral right to use the name you submit with your Digital Artwork. We may be able to:

(i) display or perform the Digital Artwork on the Platform, a third party platform, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public;

(ii) create and distribute digital or physical derivative Digital Artwork based on the Digital Artwork;

(iii) indexing the Digital Artwork in electronic databases, indexes, catalogues;

(iv) hosting, storing, distributing, and reproducing one or more copies of the Digital Artwork within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, or soliciting others to do so.

Notwithstanding the foregoing, we do not claim, and you do not transfer, any ownership rights in any of your Digital Artwork and nothing in these Terms will restrict any rights that you may have to use and exploit your Digital Artwork in order to sell the Digital Artwork at our Platform.

You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all your use of the Services or your Digital Artwork:

(a) contains only original content otherwise authorized for use by the Creator, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Creator,

**(b)** does not infringe or violate the intellectual property rights or any other rights of anyone else (including us);

**(c)** does not violate any law or regulation, including, without limitation, any applicable export control laws;

**(d)** does not have illegal content such as child pornography or child abuse, content that shows extreme sexual violence or materials that are overly violent, materials that provoke the viewer into committing crimes and carrying out violent acts, content that promotes terrorism or encourages terrorist acts

**(e)** is not harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

**(f)** does not jeopardize the security of your account or any other Member's (such as allowing someone else to log in to the Services as you);

**(g)** does not attempt, in any manner, to obtain the password, account, or other security information from any other Member;

**(h)** does not violate the security of any computer network, or cracks any passwords or security encryption codes;

**(i)** does not copy or store any significant portion of any Digital Artwork;

**(j)** does not violate these Terms, including without limitation the Privacy Policy.

In addition, your Digital Artwork must be accurate and truthful. We reserve the right to remove any of your Digital Artwork from the Services at any time if we believe in our discretion that it violates these Terms. In addition, you agree that we may use your name and logo (whether or not you have made it available through the Services) for the purpose of identifying you as an existing or past customer of the Platform.

Creators irrevocably release, acquit, and forever discharge us and our subsidiaries, affiliates, officers, and successors of any liability and from any and all losses, claims, debts, liabilities, demands, obligations, promises, acts, omissions, agreements, costs and expenses, damages, injuries, suits, actions and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, for direct or indirect copyright or trademark infringement for the use of a Digital Artwork in accordance with these Terms.



## Collectors.

You, as a Collector, do not own the creative work itself; but only receive a cryptographic token representing the Creator's Digital Artwork as a piece of property in the event you purchase a Digital Artwork through our platform.

Collectors do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Digital Artwork, excepting the limited license to the Digital Artwork granted by these Terms. Therefore, Collectors may not be able to and/or may not permit any third party to modify, distort, mutilate, or perform any other modification on the Digital Artwork, to use the Digital Artwork to advertise, to incorporate the Digital Artwork in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for your Collector's personal, non-commercial use, to sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Digital Artwork, to attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Artwork, to attempt to mint, tokenize, or create an additional cryptographic token representing the same Digital Artwork, to falsify, misrepresent, or conceal the authorship of the Digital Artwork, to otherwise utilize the Digital Artwork for the Collector's or any third party's commercial benefit.

Upon collecting a Digital Artwork, Collectors receive a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Digital Artwork legally owned and properly obtained by the Collector.

Collectors have the right to sell, trade, transfer, or use their Digital Artwork, but Collectors may not make "commercial use" of the Digital Artwork. However, Collectors irrevocable acknowledge and agree that they do not have the right to sell, trade, transfer, or use their Digital Artwork on third party marketplaces, exchanges, platforms, or applications. The Collector's limited license to display the Digital Artwork, includes, but is not limited to, the right to display the Digital Artwork privately or publicly:

- (i) for the purpose of promoting or sharing the Collector's purchase, ownership, or interest,
- (ii) for the purpose of sharing, promoting, discussing, or commenting on the Digital Artwork;
- (iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments.

**Commented [KLO8]:** Emir Bey, sizlerin bizimle paylaştığı foundation sitesinin kurallarına göre alıcıların NFT'leri başka yerlerde satma hakları vardı. Biz burada böyle bir hak yokmuş gibi yazdık, ama dilerseniz değiştirebiliriz. Yalnız bu başka platformda satışa izin verme konusu bir endüstri standardı niteliğinde ise başkaları buna izin verirken bizim yasaklamamız sorun olabilir.

Collectors irrevocably release, acquit, and forever discharge us and our subsidiaries, affiliates, officers, and successors of any liability and from any and all losses, claims, debts, liabilities, demands, obligations, promises, acts, omissions, agreements, costs and expenses, damages, injuries, suits, actions and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, for direct or indirect copyright or trademark infringement for the use of a Digital Artwork in accordance with these Terms.

## **5- OBLIGATIONS**

### **Creator's Obligations.**

You, as a Creator, must:

- (i) Act in accordance with the requirements of these Terms,
- (ii) Set a price for your Digital Artwork,
- (iii) Grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on your Digital Artwork, in whole or in part, in any media, for the purpose of operating the Services as described above,
- (iv) Specify the licence terms that apply to each Digital Product you make available through the Platform, by acknowledging and agreeing that the licence terms are between you and the Collector, and that we do not have any obligation to enforce those terms or to attempt to resolve any dispute between you and the Collector or any other Collector that purchases the Digital Artwork through a secondary re-sale,
- (v) Waive any and all moral right to use the name you submit with your Digital Artwork,
- (vi) Make the Digital Artwork available to the Collector, in accordance with the applicable licence terms, after the completion of the transaction in connection with the Digital Artwork.

If a Collector advises us that there is a material error in any of your Digital Artwork, or that they do not substantially conform with the description you provided for them, or there is some other material issue with your Digital Artwork then:

- (i) You will promptly remedy that error, description or issue at our request,

(ii) We may refund the customer, in which case at our option you will either repay us the refunded amount or we will deduct the refunded amount from any future payment we make to you,

(iii) We may suspend or prohibit future sales of your Digital Artwork.

### **Collector's Obligations.**

You, as a Collector, must:

(i) Act in accordance with the requirements of these Terms,

(ii) Not reproduce, distribute, or otherwise commercialize any elements of the Digital Artwork,

(iii) Make the payment immediately to realize the transaction, if you elect to purchase any Digital Artwork.

## **6- PRIVACY**

Our Privacy Policy which may be accessed on [\[Link\]](#) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information for storage, processing and use by us and our affiliates.

## **7- SMART CONTRACTS**

The Digital Artwork on our Platform is represented on smart contracts on the Avax blockchain, which permit trusted transactions and agreements to be carried out among disparate, anonymous parties without the need for a central authority, legal system, or external enforcement mechanism for all transactions that occur on the Platform ("**Smart Contracts**"). This means that all Digital Artwork is outside of the control of any one party, including us, and is subject to many risks and uncertainties that our Platform cannot control.

We neither own nor control MetaMask, Coinbase, the Avax network, your browser, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform.

We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. In this respect, Collectors and Creators irrevocably release, acquit, and forever discharge us and our subsidiaries, affiliates, officers, and successors of any liability and from any and all losses, claims, debts, liabilities, demands, obligations, promises, acts, omissions, agreements, costs and expenses, damages, injuries, suits, actions and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed in connection with any problem that may arise due to use of such Smart Contracts at our Platform.

## **8- ASSUMPTION OF RISK**

You accept and acknowledge each of the following:

- (i) The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Digital Artwork, which may also be subject to significant price volatility. We cannot guarantee that any Collector will not lose money.
- (ii) You are solely responsible for determining what, if any, taxes apply to your Artwork-related transactions. We are not responsible for determining the taxes that apply to your transactions on the Platform, or the Smart Contracts.
- (iii) There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Avax network, however caused.
- (iv) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform ecosystem, and therefore the potential utility or value of the Artworks.

## **9- THIRD PARTY SERVICES**

Our Services may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**"). When you click on a link to a Third-Party Website or Third-Party

Application, we will not warn you that you have left our Services and you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under our control. We are not responsible for any Third-Party Websites or Third-Party Applications. We only provide these Third-Party Websites and Third-Party Applications as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Services, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## **10- TERMINATION**

We, in our sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms.

Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Platform, may be referred to appropriate law enforcement authorities. We, in our sole discretion, may also at any time discontinue providing the Platform, or any part thereof, with or without notice.

You agree that any termination of your access to the Platform under any provision of this Terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Platform.

## **11- OTHER LEGAL TERMS**

### **Indemnification.**

You agree to defend, indemnify and hold us and our affiliates and subsidiaries, and each of our and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct,

indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "**Claim**") because of or arising out of:

- (a) Your breach of these Terms,
- (b) Your improper use of the Services;
- (c) Your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party.

This indemnification shall not apply to the extent that the Claim arises out of our gross negligence or willful misconduct. We shall provide notice to you of any such Claim, provided that our failure or delay in providing such notice shall not limit your obligations hereunder except to the extent you are materially disadvantaged by such failure.

#### **Disclaimer of Warranties.**

We provide our Services, using a commercially reasonable level of skill and at utmost care. We always try to keep our Services in operation, bug-free and safe. However, there may be certain situations, that we do not promise about our Services. Therefore, you hereby acknowledge, understand, and agree that **YOU USE THE SERVICES AT YOUR OWN RISK**. The Platform is provided on an "as is" and "as available" basis.

We hereby expressly disclaim all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. By way of example, we make no warranty that:

- (a) Our Services (or any portion of the Services) will meet your requirements or expectations,
- (b) Our Services will be uninterrupted, timely, secure, or error-free,
- (c) The results that may be obtained from the use of the Services will be accurate or reliable.

We unfortunately have no control over and do not guarantee the quality, safety or legality of events advertised, the truth or accuracy of any Members' content or listings or the ability of any Member to perform or actually complete a transaction.

We are not affiliated with any third party service provider used in conjunction with the Services. Therefore, we have no responsibility for, and hereby disclaim all liability arising from, the acts or omissions of any such third parties.

**Limitation of Liability.**

YOU HEREBY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE PLATFORM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE AND IN NO EVENT SHALL NOT EXCEED 100 USD (ONE HUNDRED DOLLARS).

NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**Release.**

We provide a marketplace in which Creators and Collectors can transact. However, we could not function if we were held responsible for the actions or inactions of the Collectors, Creators and/or third parties both on and off the Services. Therefore, you hereby agree to release us, and our

affiliates and subsidiaries, and each of our respective officers, directors, agents, partners and employees from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties (including other Members) in connection with the Services or any event listed on the Services.

You agree that you are solely responsible for your interactions with any other Members in connection with the Platform and we will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other Member of the Platform.

In addition, you waive any applicable law or statute, which says, in substance:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE RELEASED PARTY.”

### **Trademarks.**

Our trademarks, service marks and logos used and displayed in connection with the Services. Other company, product and service names used in connection with the Services may be trademarks or service marks owned by third parties. The offering of the Services shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in connection with the Services.

### **Notices.**

Notices to you may be sent via either email or regular mail to the address in our records. The Services may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Services. If you wish to contact us or deliver any notice, you can do so as follows:

[Email]

**Commented [KLO9]:** Bize ulaşabilecekleri bir mail adresi gireceğiz.

### **Governing Law.**



These Terms will be governed by the laws of the England and Wales without regard to its conflict of law provisions.

## 12- AGREEMENT TO ARBITRATE

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

We are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [E-mail].

In the event that our customer support team is unable to resolve your concerns, we hereby agree to resolve any and all disputes or claims under these Terms or with respect to the Services through binding arbitration instead of in courts of general jurisdiction and only on an individual basis and not as part of any purported class, consolidated or representative proceeding.

This arbitration provision shall survive until the termination of these Terms. YOU AND US WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY.

This agreement to arbitrate ("**Agreement**") is intended to be broadly interpreted. It includes, but is not limited to:

- (a) All Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory,
- (b) All Claims that arose before this or any prior agreement (including, but not limited to, Claims relating to advertising),
- (c) All Claims that may arise after termination of these Terms and/or your use of the Services.

YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE

EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

**Notice of Dispute.**

A party who intends to seek arbitration must first send to the other a written Notice of Dispute (“**Notice**”). The Notice to us must be addressed to the address above (“**Notice Address**”) and must be sent by certified mail. The Notice to you must be addressed to a mailing, home or payment address currently on record with us and must be sent by certified mail. If we have no records of such physical address, such notice may be delivered to your account email address.

The Notice must:

- (a) Describe the nature and basis of the claim or dispute; and
- (b) Set forth the specific relief sought.

In the event that we do not reach an agreement to resolve the claim within six (6) months after the Notice is received, you or us may commence an arbitration proceeding. Any disputes arising out of, or in connection with the present Terms shall be finally settled through arbitration under the Istanbul Arbitration Centre Arbitration Rules.

**Severability.**

If a court or the arbitrator decides that any term or provision of this Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. The remainder of the Terms will continue to apply.

**Future Changes.**

Notwithstanding any provision in this Terms to the contrary, we agree that if it makes any future change to this Agreement (other than a change to the Notice Address) while you are a Member of the Platform, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with this Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).