

MOBILION TERMS & CONDITIONS

By downloading, installing, registering with, accessing or using the **The Math Ai Application (The App)**, these terms and conditions (**Terms and Conditions**) will automatically apply to you– you should make sure therefore that you read them carefully before using the “The App. The App provides services to generate works with regard to the texts, messages, images or selections inserted by you through the use of **its AI models (Services)**. This Terms and Conditions only grants you the right to use the App to benefit from Services within the scope defined herein. You’re not allowed to copy, or modify the App, any part of the App, or our trademarks in any way. You’re not allowed to attempt to extract the source code of the App, and you also should not try to translate the App into other languages, or make derivative versions. The App itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, still belong to **Mobilion Bilişim Teknolojileri ve Reklam Pazarlama Ltd. Şti (Mobilion)**.

Mobilion is committed to ensuring that the App is as useful and efficient as possible. For that reason, we reserve the right to make changes to the App or to charge for its services, at any time and for any reason. We will never charge you for the App or its Mobilion Services without making it very clear to you exactly what you’re paying for.

The App stores and processes personal data that you have provided to us, in order to provide our Service. It’s your responsibility to keep your phone and access to the App secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone’s security features and it could mean that the App won’t work properly or at all.

You should be aware that there are certain things that Mobilion will not take responsibility for. Certain functions of the App will require the App to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but Mobilion cannot take responsibility for the App not working at full functionality if you don’t have access to Wi-Fi, and you don’t have any of your data allowance left. If you’re using the App outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the App, or other third party charges. In using the App, you’re accepting responsibility for any such charges, including roaming data charges if you use the App outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you’re using the App, please be aware that we assume that you have received permission from the bill payer for using the App.

Along the same lines, Mobilion cannot always take responsibility for the way you use the App i.e. You need to make sure that your device stays charged – if it runs out of battery and you can’t turn it on to avail the Mobilion Service, Mobilion cannot accept responsibility.

With respect to Mobilion’s responsibility for your use of the App, when you’re using the App, it’s important to bear in mind that although we endeavor to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. Mobilion accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the App.

At some point, we may wish to update the App. The App is currently available on iOS and Android – the requirements for system (and for any additional systems we decide to extend the availability of the app to) may change, and you will need to download the updates if you want to keep using the App.

Mobilon does not promise that it will always update the App so that it is relevant to you and/or works with the iOS or Android version that you have installed on your device. However, you promise to always accept updates to the application when offered to you. We may also wish to stop providing the App, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the App, and (if needed) delete it from your device.

User Content

You may provide, upload, transmit, create, store, use, edit or share contents such as data, information, phrases, entries, texts, questions, materials, documents, links, selections, messages, images with or through Services (Input); and receive content such as phrases, texts, responses and works edited, created, generated, returned by Services (Output) (Input and Output are together referred to as User Content). You may only upload, transmit, create, store, use, edit and share User Content provided that it is in accordance with these Terms and Conditions including the Mobilon End-User License Agreement and any other applicable laws.

You represent and warrant that you own the Input; and have all consents, permissions, licenses and rights necessary to provide and license the Input as set forth under these Terms and Conditions; and that you have the legal capacity necessary to provide and license the Input, and enter into these Terms and Conditions in the relevant jurisdiction.

From the time of uploading or transmission of Input, you grant Mobilon non-exclusive, irrevocable, fully-paid, royalty-free, perpetual, sub-licensable, transferrable, worldwide, license and right to store, use, broadcast, reproduce, modify, make derivative works of, record, sublicense (on multiple levels), translate, transmit, publish, publicly display or otherwise exploit, for the limited purpose of operating, improving, troubleshooting, debugging, protecting and customizing the existing and future products of the Mobilon and its affiliates, including but not limited to training the App, developing new features or future products and in all formats and mediums and with any technology now known or hereafter developed without notice, permission, payment or any additional compensation to you or a third party.

Mobilon does not approve, endorse, verify or control User Content, and Mobilon does not have any obligation to monitor User Content, your use of Services, and any content made available to the third parties. You are solely and strictly responsible and liable for User Content and the consequences of posting or publishing them in any way, including for ensuring that User Content does not violate any applicable laws and these Terms and Conditions (including Mobilon End-User License Agreement). Additionally, you understand and agree that Mobilon shall have no responsibility or liability whatsoever for User Content and copyrightable materials such as literary works, phrases, entries, text, and any other materials, which may be provided to or in the Services.

You shall not

- I. upload, transmit, create, store, edit, use or share any User Content or
- II. use the App in a manner, that violates these Terms and Conditions (including Mobilon End-User License Agreement) and any other applicable laws. Furthermore, you may not use or benefit from You to develop models that may compete with the App.

You agree to indemnify and hold harmless the Indemnitees (as defined under Mobilon End-User License Agreement) in accordance with Article 15 "Indemnification" of the Mobilon End-User License Agreement from any Claim (as defined under Mobilon End-User License Agreement) that alleges, directly or indirectly that any User Content provided by you infringes the Intellectual Property Rights

(as defined under Mobilion End-User License Agreement) of any third person or that directly or indirectly results from your breach of these Terms and Conditions.

Furthermore, you understand and agree that (i) Output is generated by an Artificial Intelligence; (ii) Output might be false, inaccurate or misleading; (iii) Mobilion does not represent or warrant that Output is accurate, genuine or true, or suitable for your use or needs; (iv) Output is not advice, guidance or information provided by Mobilion in any way; (v) Mobilion shall not have any responsibility or liability whatsoever for Output; (vi) your use of any Output is entirely at your own risk; (vii) you should not rely on the App as your sole source of information. Additionally, you understand and agree that Output may not be always unique as same or similar input provided by other users might receive same or similar outputs. You understand and agree that you may not use the App to mislead any third party into believing that the Output has been produced solely by a human.

Changes to This Terms and Conditions

We may unilaterally amend and update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page. These amendments shall be effective on the date when they are published. The User is obliged to follow these amendments and updates and shall be deemed to have agreed with these amendments in case the User confirms these amendments or continues to use the App following the publication. The User acknowledges that it cannot gain a title and/or status of Mobilion's representative, authorized person, agent, commercial representative, stakeholder, solution or business partner, dealer etc. by concluding these Terms and Conditions; therefore, the User shall not be able to disclose a notification to be interpreted as such in any documents, brochures and advertisements to be arranged by and between third parties, on its website or in its references. These Terms and Conditions are effective as of 05/01/2024.

Contact

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at via support@mobilion.com.tr

MOBILION END-USER LICENSE AGREEMENT

These terms and conditions legally create an agreement between you, as the User and Mobilion. Please read all terms and conditions and further Mobilion Service scope carefully. By using (as defined under Article 1.1), you agree with our terms as set out under this Terms and Conditions, including the Mobilion End-User License Agreement and Privacy Policy. If you do not agree to the Terms and Conditions (including the Mobilion End-User License Agreement and Privacy Policy) do not Use the App. Your continued Use will confirm your acceptance of the Terms and Conditions.

1. TERMS OF USE

- 1.1. Mobilion, a Turkish corporation located in İstanbul/Turkey, is pleased to provide you the App, as the user (User), its branded mobile applications and any and all related documentation (each, an “Mobilion App” and collectively the “Mobilion Apps”) a list of which is available at the Apple App Store and/or Google Play. You hereby agree to be bound by these terms of service any time you use or access Mobilion App. These terms and conditions are set forth by Mobilion for any of its products or services located in the Apple App Store and/or Google Play and/or any other online platform (each a “Mobilion Service” and collectively the “Mobilion Services”), excluding any provision specifically referring to the App. Your use of the Mobilion Services is subject to your acceptance and compliance with these terms. “Use” or “using” means hereby to access, use, install, download, register with, copy, in-app purchasing or otherwise benefit from using the functionality of the Mobilion Apps as per the documentation. Please read this End-User License Agreement (the “Agreement”) carefully before accessing, installing, downloading, registering with or using any Mobilion Apps, for the concerning Agreement governs your Use of the Mobilion Apps and how we provide the Mobilion Apps. If you do not agree to these terms, do not use the Mobilion Services. Each time you use or access the Mobilion Services, the current version of these terms shall apply. This Agreement also includes additional payment terms, in-app purchase options and other requirements set forth on the download or purchase page/ platform through which you purchase or download the Mobilion Apps.
- 1.2. Your Use or access of the Mobilion Services is also subject to Mobilion’s Privacy Policy (the “Privacy Policy”). Additionally, you agree to abide by our rules, policies and procedures we may publish on the Mobilion Services from time to time. We reserve the right at any time and without notice to change these terms. Without prejudice to any rights implied by law or under the provisions of this Agreement, you also acknowledge that in-app message which notifies you such changes when you open up, use or access the Mobilion Apps shall constitute reasonable notification means. For the avoidance of doubt, your continued use of the Mobilion Apps after we post amendments or apply changes to this Agreement shall signify your acceptance of such amendments and/or changes. If you do not agree with any amendment, you must discontinue using the Mobilion Apps. If you have any further questions or concerns with respect to the terms herein, please contact us at support@mobilion.com.tr
- 1.3. For the avoidance of doubt, all provisions in this Agreement that refer to the Mobilion Apps and the Mobilion Services are general terms and conditions set forth by Mobilion regarding its products and services. These provisions, while binding for the User, only grants the User the rights specified herein for the App. This Agreement cannot be interpreted as granting any right to the User with regards to other Apps or Mobilion Services.
- 1.4. **NOTICE TO THE USER:** THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY REFERENCED HEREIN, YOU MUST IMMEDIATELY LEAVE THE APPLE APP STORE AND/OR GOOGLE PLAY AND YOU ARE NOT AUTHORIZED TO

USE OR ACCESS ANY OF THE MOBILION SERVICES. DEPENDING ON THE LAWS OF THE JURISDICTION WHERE YOU LIVE, YOU MAY HAVE CERTAIN RIGHTS THAT CANNOT BE WAIVED THROUGH THIS AGREEMENT AND THAT ARE IN ADDITION TO THE TERMS OF THIS AGREEMENT AND CERTAIN PROVISIONS OF THIS AGREEMENT MIGHT BE UNENFORCEABLE AS TO YOU. TO THE EXTENT THAT ANY TERM OR CONDITION OF THIS AGREEMENT IS UNENFORCEABLE, THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. YOU HEREBY CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD (OR IF YOU ARE UNDER 18 YEARS OLD OR UNDER THE LEGAL MAJORITY AGE WHERE YOU LIVE, THAT YOU ARE USING THE APPLE APP STORE AND/OR GOOGLE PLAY ONLY WITH THE APPROVAL OF YOUR PARENTS OR LEGAL GUARDIAN), THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT, AND THAT YOU HAVE COMPLETELY READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. PLEASE BE AWARE THAT, IN ORDER TO USE GOOGLE PLAY, YOU MUST HAVE A VALID GOOGLE ACCOUNT, SUBJECT TO THE FOLLOWING AGE RESTRICTIONS AND ALSO YOU MUST COMPLY WITH ANY ADDITIONAL AGE RESTRICTIONS THAT MAY APPLY FOR THE USE OF SPECIFIC CONTENT OR FEATURES ON GOOGLE PLAY. DUE TO THE PROVISIONS OF GENERAL DATA PROTECTION REGULATION, WE DO NOT ALLOW USE OF THE APP BY THE RESIDENTS OF THE EUROPEAN ECONOMIC AREA THAT ARE YOUNGER THAN 16 YEARS OLD TO THE EXTENT PROHIBITED BY APPLICABLE LAW. 1.5.

- 1.5. **NOTICE TO PARENTS AND LEGAL GUARDIANS:** BY GRANTING YOUR CHILD APPROVAL TO DOWNLOAD, INSTALL, USE, ACCESS, REGISTER WITH, IN-APP PURCHASE THE MOBILION APPS, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR CHILD. YOU ARE RESPONSIBLE FOR EXERCISING SUPERVISION OVER YOUR CHILD'S ANY ONLINE AND OFF-LINE ACTIVITIES OR OMISSIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT LET YOUR CHILD USE THE MOBILION APPS OR ASSOCIATED FEATURES. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER 18 AND BELIEVE THAT HE OR SHE IS USING THE MOBILION APPS WITHOUT YOUR PRIOR APPROVAL, PLEASE CONTACT US AT support@mobilion.com.tr

2. PARTIES

- 2.1. This Agreement is concluded between Mobilion and you, as the User, who downloaded and/or installed through the Apple App Store and/or Google Play; and executed and mutually entered into force upon the online approval of the User. Mobilion and the User shall be hereinafter referred to individually as the "Party" and collectively as the "Parties".
- 2.2. By downloading and/or installing the Mobilion App through the Apple App Store or Google Play, the User agrees, undertakes and represents that he/she has read all the terms herein, understood all the contents and approved all provisions.
- 2.3. In case the User is a "consumer" under the Consumer Protection Act of Turkey (the "Law No. 6502") and the applicable consumer legislation, the User can benefit from the rights and powers vested in consumers thereunder to the extent applicable. If the User is considered as a consumer under the Law No. 6502 and to the extent applicable, the other relevant legislation he/she should give prior notice to duly inform the Mobilion to use its consumer rights. The User accepts and declares that he/she understands this situation and that he/she shall act in line with the applicable consumer legislation, if necessary.

3. MOBILION CONTACT INFORMATION

- Company Name: Mobilion Bilişim Teknolojileri ve Reklam Pazarlama Ltd. Şti.
- Address: Büyükdere Cad. No.105. K.4 D.8 Şişli İstanbul, Türkiye
- E-mail: support@mobilion.com.tr

4. GRANT OF LICENSE

- 4.1. Subject to your compliance with the terms of the Agreement, Mobilion grants you a limited, non-exclusive, revocable, non-sub licensable, non-transferable license to access, download and install the most current generally available version of the The App on a single, authorized mobile device that you own or control solely for your lawful, personal, as an end-user, and non-commercial use.
- 4.2. For the avoidance of doubt, all Mobilion Apps is protected by copyright laws and international copyright treaties, as well as other intellectual laws and treaties. Mobilion is the exclusive owner of any software, design, source code, target code, directory, image or content available on Mobilion Apps. Mobilion reserves all rights not expressly granted to the User as per the provisions of Article 11, hereunder. Having said that, Mobilion retains the ownership of the copyright in and to the Mobilion Apps. The User cannot not to duplicate, copy or distribute or process the advertisements, images and texts, visual and audio images, files, databases, catalogues and lists available on Mobilion Apps nor rent, lease or lend the Mobilion Apps to anyone and permanently transfer all of his/her rights under this Agreement. Mobilion holds no responsibility of the results of using the Mobilion Apps acquired illegally or through an unauthorized distributor.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 5.1. **Restricted Use:** While using Mobilion Apps, Users declare and undertake not to engage in actions that are contrary to the law and morality or that may damage the opportunity to benefit from the Mobilion Services including but not limited to the items exemplified below. Mobilion shall not assume any responsibility and/or indemnification liability for damages arising from any breach of this article. In the event that the User acts in breach of this article, Mobilion shall reserve the right to terminate this Agreement pursuant to Article 14, to block the User's access to Mobilion Apps either for a certain period of time or indefinitely. Furthermore, Mobilion reserves the right to resort to civil law and criminal law remedies.
- 5.2. The User shall not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes) or in any way transfer Mobilion Apps or any rights arising from the Mobilion Apps or grant any rights arising from the Mobilion Apps and shall not use Mobilion Apps for the benefit of any third party. Unless expressly authorized by Mobilion, User is prohibited from making the Mobilion Apps available over a network where it could be downloaded or used by multiple users. User agrees that he/she shall not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the Mobilion Apps, except to uninstall or remove the Mobilion Apps from a mobile device which the User owns or controls. User shall not deliver unlawful information and/or share harmful data such as chain mail, malware, viruses. The User shall not violate or attempt to violate the security of Mobilion Services except as and only to the extent permitted in this Agreement and by applicable law. User shall not engage in behaviors and activities that will adversely affect/obstruct or manipulate the operation of

MobilionApps, disable security systems and make the Mobilion Apps unusable or make an attempt in this manner by preparing automatic programs.

- 5.3. User cannot copy, adapt, translate, decompile, reverse engineer, disassemble, modify, recode or create derivative works of the Mobilion Apps or advertise the Mobilion Apps in any form. User shall not access, create or modify the source code of any Mobilion Apps in any way. User does not have the right to and may not create derivative works of any the Mobilion Apps or any portions thereof. All modifications or enhancements to the MobilionApps remain the sole property of Mobilion. User agrees and undertakes not to engage in any other act to find, obtain or copy the source code of Mobilion Apps; shall not in any way try and synchronize Mobilion Apps with other software or hardware; shall not violate the security of any computer network; shall not hack security passwords and codes, shall not attempt to deliver SPAM mail or upload malware, otherwise agrees, declares and undertakes to assume the liability for any damages of Mobilion and third parties.
- 5.4. Mobilion may restrict or terminate the access to Mobilion Apps at any time and without giving any further notice in case the operating security of the network is at risk, in order to ensure the continuity of access to the network, to prevent malfunctions that may occur in network, software or uploaded files, to prevent or reduce the adverse effects of possible disruptions and in other cases deemed necessary.
- 5.5. **Updates:** Mobilion reserves the right to add or remove features or functions to the existing Mobilion Apps. When installed on the User's mobile device, Mobilion periodically communicates with our servers. Mobilion may require the updating of the Mobilion Apps on User's mobile device when Mobilion releases a new version of the Mobilion Apps, or when Mobilion makes new features available. This update may occur automatically or upon prior notice to User and may occur all at once or over multiple sessions. The User understands that Mobilion may require User's review and acceptance of Mobilion's then-current Agreement before User will be permitted to use any subsequent versions of the MobilionApps. User acknowledges and agrees that any obligation Mobilion may have to support previous versions of the Mobilion Apps may be ended upon the availability of updates, supplements or subsequent versions of the Mobilion Apps. User acknowledges and agrees that Mobilion has no obligation to make available to User any updates, supplements or subsequent versions of the Mobilion Apps. Please be aware that, such updates may be necessary in order for you to use Google Play/App Store or to access, download or use content. By agreeing to these terms and using Google Play/App Store, you agree to receive such updates automatically. You may be able to manage updates to certain content via settings in Google Play/App Store. If it is determined, however, that the update will fix a critical security vulnerability related to the content, the update may be completed irrespective of your update settings in Google Play/App Store or your device. If another app store attempts to update content that was initially downloaded from Google Play/App Store, you may receive a warning, or such updates may be prevented entirely.
- 5.6. **Access:** The User must provide at his/her expense the equipment, internet connections, devices and service plans to access and use the Mobilion Apps. If the User accesses the Mobilion Apps through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. The User is solely responsible for any costs you incur to access the Mobilion App from his/her device. Downloading, installing or using certain the Mobilion Apps may be prohibited or restricted by your network provider and not all the Mobilion Apps may work with your network provider or device. Mobilion makes no representation that the Mobilion Apps can be accessed on all devices or wireless service plans. Mobilion makes no representation that the Mobilion Apps are available in all languages or that the Mobilion Apps are appropriate or available for use in any

particular location. Please also be aware that, you must keep your account details secure and must not share them with anyone else. You must not collect or harvest any personal data of any User of Apple App Store and/or Google Play or of any User of other Apple and/or Google Services via Apple App Store/ Google Play, including account names.

- 5.7. **Purchase and Cancellation Rights:** Certain Mobilion Apps are available for purchase from a mobile platform owner (e.g. Apple or Google) and/or will allow the User to make in-app purchase. Payment for such purchases may be processed by third parties who act on behalf of Mobilion or directly by the mobile platform owner. In some countries there are specific time periods to cancel online purchases after purchasing them provided by law (European Union residents etc). For these countries, consumers may have a right to cancel in specific number of days after purchasing products/services online provided by law. Therefore, your right to cancel in-app purchases will rely on the country you reside in. Since payment processes of certain purchases on Mobilion Apps will be conducted by the mobile platform owner, failure to follow certain local laws regulating right to cancel will be subject to mobile platform owners' terms. Please also review the mobile platform owner's terms in this regard before purchase. You can find further information on cancelling orders and any associated refunds on the website of the third-party re-seller from whom you purchased the app (the Apple App Store and/or Google Play). Where you purchase from Mobilion directly: please note and acknowledge that if you are a resident in the European Union or your local law regulates a right to cancel and download the Mobilion Apps from Mobilion directly, you agree to waive your cancellation and refund right once the download of the app or the relevant purchase is made. Please note that if you are not a resident in the European Union and if your local laws do not regulate mandatory laws otherwise, you have already no right to cancel purchases you made if you download Mobilion Apps from Mobilion directly. This means that you will not be able to cancel your order or obtain a refund once the download and delivery of the app is complete. This will also apply to subscriptions and in-app purchases. In this regard, please also take into consideration the provisions of Article 13 of the Agreement.
- 5.8. **Defective Content:** Once the Mobilion Apps are available to you through your account, you are required to check the content as soon as reasonably possible to ensure that the Mobilion Apps function and perform as stated and notify us or Google Play/App Store as soon as reasonably possible provided that you find any errors or defect.
- 5.9. Without prejudice to any other rights, Mobilion may terminate this Agreement if User fails to comply with the terms of this Agreement and other documents, referred to herein. In such event, the User must uninstall or remove the Mobilion Apps. In this regard, please also take into consideration the provisions of Article 14 of the Agreement

6. THIRD-PARTY PARTNERS

- 6.1. The Mobilion Apps allow you to enjoy various features, functionalities and other Mobilion Services, which may change from time to time (collectively the "**Mobilion Apps Functions**"). The Mobilion Apps Functions are provided by Mobilion and third-party suppliers who offer content and/or services in conjunction with or through the Mobilion Apps (the "**Third Party Partners**").
- 6.2. **Third-Party Services and Content:** The Mobilion Apps may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds and/or content. If the User is installing the Mobilion App that includes third party services and third-party content, such services and content are subject to such third party's terms of services and privacy policies, which might be found on the relevant Third-Party

Partners' website. Please keep that in my mind that Mobilion has no control over such websites and resources, and the User acknowledges and agrees that Mobilion shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content (as defined in 6.3.), goods or services available on or through any such website or resource. Having said that, Mobilion shall not be a party to or in any way be responsible for monitoring any transaction between the User and the Third-Party Partners.

- 6.3. **Access to the Third Party Services and Content via the Mobilion Apps:** All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials **(the "Content")** made available or accessible via the Mobilion Apps, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You, as the User, hereby acknowledge and agree that by using the Mobilion Apps you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will Mobilion be liable in any way for any Content created by or originating with entities other than Mobilion, including but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a consequence of the transmission, sharing or posting of such Content by means of Mobilion App.
- 6.4. Any links to third-party apps or websites are provided to your convenience only and are subject to the third party's terms. Mobilion isn't responsible or liable for those websites, products and/or services. Therefore you should consider, check and comply the third-party apps or websites rules and conditions (including privacy policies of those third parties) while using the Mobilion app and its features with other apps and websites

7. SECURITY

- 7.1. The Mobilion Apps, like other User technologies in the relevant market, may not be 100% secure. By accepting this Agreement, you acknowledge and accept that the Mobilion Apps and any information you download or offer to share by means of a Mobilion App, may be exposed to unauthorized access, interception, corruption, damage or misuse and cannot be regarded as 100% secure.
- 7.2. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access or cyber-attacks, including by such means as using complex password protection. You agree that Mobilion shall not be liable for any unauthorized access to your mobile device or the app data thereon.
- 7.3. In regard of malware protection, Google may receive information regarding your device's network connections, potentially harmful URLs, the operating system and apps installed on your device through Google Play or from other sources in order to protect you against malicious third-party software, URLs and other security issues. Besides, Google may warn you if it considers an app or URL to be unsafe, or Google may remove or block its installation on your device if it is known to be harmful to devices, data or Users. You may choose to disable some of these protections in the settings on your device, nevertheless, Google may continue to receive information about installed through Google Play, and apps installed on your device from other sources may continue to be analyzed for security issues without sending information to Google.

8. REGISTRATION AND PASSWORDS

- 8.1. **Registration:** Most of the Mobilion Apps will not require a registration, nevertheless, some of the Mobilion Apps may permit or require you to create an account to participate or access additional features or functionalities (the “**Registration**”). If such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities. Any registration required by Third-Party Partners is not governed by this Agreement and you should refer to the relevant Third-Party Partners’ website for their policies.
- 8.2. **Passwords:** You are the sole and exclusive guardian of any password and ID combination issued or chosen by you. Maintaining the confidentiality and security of your password(s) and ID(s) is solely your responsibility. You are fully responsible for all transactions undertaken by means of any account opened, held, accessed or used via your password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including without limitation any loss, theft, leak, or unauthorized use of your password(s), and/or ID(s) or any related account. If we have reasonable grounds to suspect that the security of your password and/or ID has been compromised, we may suspend or terminate your account, refuse any and all current or future use of the services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any password or ID.
- 8.3. **Provided Information:** If you provide any information in connection with a Registration, you are required to provide or maintain accurate, complete and current information. If we have reasonable grounds to suspect that your information is inaccurate, not current or not complete, we may suspend or terminate your use of the Mobilion App and pursue any appropriate legal remedies. You agree that we shall have the right to use the information you provide to us for the purposes described in this Agreement and in furtherance of your use of the Mobilion App our services, as per the Privacy Policy.
- 8.4. **Authentications.** User may benefit from the basic functions and Services of The App without Registration. Upon User’s sole discretion, User may register to The App using authentication methods provided to Mobilion by Third Party Partners (such as logging in through the use of Google, Apple and e-mail accounts). Such Registration allows the User to use and benefit from additional functions and Services provided by The App. The responsibility to ensure the security and to duly store the access tools, if any, (connection by Google, Apple or e-mail account, etc.) used by the User in order to benefit from the Services offered through The App and to keep them away from the reach and use of third parties shall belong to the User. Every transaction made with the User’s authenticated account, shall be deemed to be made by the User itself. Mobilion shall not be responsible for any direct or indirect damages incurred by the Users and/or third parties due to all negligence and faults of the User in matters such as security, storage, keeping away the information of third parties, and use of the User’s means of accessing the system and The App. Mobilion shall reserve its right to recourse. Only the Users registered to The App following identity authentication may reach certain features of The App such as publishing Materials in The App for other Users to see and any other feature that may be included in The App at Mobilion’s discretion. User acknowledges that without registering to The App in accordance with this provision, he/she will not be able to reach certain features provided to Users registered to The App.

9. UNINSTALL AND REMOVAL OF THE MOBILION APPS

- 9.1. Uninstallation and removal procedures vary depending on your device. To uninstall and remove the Mobilion Apps, please use the application manager provided with your device or consult your device manual for further reference.

10. CONSENT TO USE OF DATA AND USER REVIEWS

- 10.1. You agree that we may collect and use technical data and related information, including and not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Mobilion Apps. We may use this information as per the Privacy Policy.
- 10.2. If you choose to provide app store reviews or reviews via any social media channel or other similar communication or messaging features or services, such information may be made publicly available, including the public-facing username as it appears with the review. If you prefer that we do not use promotional purposes, you will be able to elect for us not to do so by submitting your request to support@mobilion.com.tr (please also indicate your name, mailing address and email address). For security purposes, please do not include any password, social security number, national ID number, payment card or other sensitive information via these features. We have the right, but not the obligation, to monitor messages and communications between and among users for security and training purposes. We may but are not obligated to, remove any content we deem inappropriate.
- 10.3. If you download the Mobilion Apps through Google Play or App Store, please be aware that, posting reviews shall be subject to the relevant virtual store's policies.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Mobilion is the sole proprietor of products and/or Mobilion Services, projects, documents used at the Mobilion Apps in connection with the Mobilion Services and visuals, texts, bulletins, slogans, videos, designs and know-how and any business data, illustrations, database, system flow data, logo, emblem and data, ideas or the Mobilion trademarks and trade dressing, flows, source codes, researches, codes, methods, statistical figures and financial and moral rights and all other intellectual property rights during preparations for the Agreement and during its term for the supply of the Mobilion Services. All rights that are vested in it under the Law on Intellectual and Artistic Works numbered 5846 of Turkey (the "Law No. 5846") and the applicable legislation in connection with such contents shall be the exclusive property of Mobilion. Accordingly, the User agrees and represents that he/she shall not commit any reverse engineering or attempt to find or acquire the source code of the Mobilion Apps nor shall it violate the security of any network or crack security encryption codes; it shall not send SPAM mails or load malicious software; that otherwise the User shall be liable for all losses that Mobilion and third parties may sustain.
- 11.2. For the avoidance of doubt, "intellectual property rights" means, collectively, rights under patent, trademark, copyright and trade secret laws and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. The User may not delete, alter or remove any copyright, trademark or other proprietary rights notice Mobilion or Third-Party Partners have

placed on or within the Mobilion Apps. Please be aware that all rights not expressly granted hereunder are expressly reserved to Mobilion and its licensors. Nothing contained herein should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

- 11.3. Unless otherwise agreed between Mobilion and the User regarding any intellectual property rights arising from any Mobilion Service prepared and provided to the User by Mobilion, Mobilion shall grant the right to use of the related Mobilion Services which shall be worldwide, indefinite and exclusive. In any case, Mobilion has the right to determine the ownership of the aforesaid intellectual property rights and its usage. However, if Mobilion suggests different conditions other than the provisions in this clause of this Agreement, it should notify the User until the Mobilion Service is used or until the commencement of the operations for the Mobilion Service.
- 11.4. The User is solely responsible for any content that he/she contributes, submits, displays or for any adaptations of works made on or through use of the Mobilion Apps. It is the User's obligation to ensure such content, including photos, texts, documents, videos and music files are lawful and does not violate any right including copyright or other intellectual property rights of Mobilion, other Users, or any other third persons. For the avoidance of doubt; User accepts, declares and undertakes that it is legally entitled on any data, information or content it uses, and that such use does not violate any applicable law or third party rights. The User accepts, declares and undertakes to compensate any damage that may have incurred by both Mobilion and third parties due to the fact that it is not legally entitled on any data, information or content it uses.
- 11.5. Mobilion respects and expects its Users to respect the rights of copyright holders. On notice, Mobilion will act appropriately to remove content that infringes the copyright rights of others. Mobilion reserves the right to disable the access to the Mobilion Apps or other services by anyone who uses them to repeatedly infringe the intellectual property rights of others.
- 11.6. Mobilion also acts to remove objectionable content. The decision to remove objectionable content shall be made at Mobilion's sole discretion. Objectionable content includes, but is not limited to: content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory or libelous; content that is hateful or advocates the hate crimes, hate speech and all types of discrimination, harm or violence against a person, group or minority; content that may harm minors in any way; content that has the aim or effect of stalking or otherwise harassing or bullying another; private information regarding any individual such as phone numbers, addresses, national ID numbers, Social Security numbers or any other information that is invasive of another's privacy; content that is vulgar, offensive, discriminative, obscene or pornographic, unsolicited or unauthorized advertising, promotional materials, junk mail, SPAM, chain letters, pyramid schemes or any other form of solicitation; material that contains software viruses or any kind of malicious software or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or mobile device software or hardware or telecommunications equipment. In this regard, Users agree, accept and undertake not to use Mobilion Apps:
- In any way that violates any applicable national, federal, state, local or international law or regulation;
 - For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
 - To generate or disseminate verifiably false information and/or content with the purpose of harming others;

- To generate or disseminate personal identifiable information that can be used to harm an individual;- To defame, disparage or otherwise harass others;
- For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;- For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- To provide medical advice and medical results interpretation;
- To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).

11.7. Mobilion does not and cannot pre-screen or monitor all content. Nevertheless, our representatives may monitor content submission through the Mobilion Apps, and you hereby provide irrevocable consent to such monitoring. The User acknowledges and agrees that the/she has no expectation of privacy concerning the submission of any content. Mobilion has the right, but not the obligation, in its sole discretion to edit, modify, and refuse to post or remove any content.

11.8. The User may not use Google Play or any content or the Mobilion Apps in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any content or additional in-app features that are presented to you in streaming format, if any. Besides, the User may not remove any watermarks, labels or other legal or proprietary notices included in any content or additional in-app features or attempt to modify any content obtained through Google Play, including modification for the purpose of disguising or changing any indications of the ownership or source of content and/or the Mobilion Apps.

11.9. Mobilion shall be entitled to terminate the User's access to the Mobilion Apps if, under appropriate circumstances in line with aforesaid provisions, the User is determined to be a repeat infringer.

12. IN-APP PURCHASE AND PAYMENT

12.1. The release and distribution of the Mobilion Apps will take place in the global market through the Apple App Store and/or Google Play. The Mobilion Apps will nevertheless offer certain features and certain limits to the User as a paid feature through in-app purchase. If the User would like to use such paid features under this Agreement, you will first need to make payment before accessing the paid feature.

12.2. Such in-app purchase features are offered on an annual, semi-annual, quarterly, monthly or a weekly basis and will be re-billed every year or month by the Apple App Store and/or Google Play, depending upon auto-renewable subscription model, until cancelled by the User. The Apple App Store and/or Google Play will send an e-mail well in advance of

renewal containing a hyperlink to manage subscription procedure. App payments will be processed through the Apple App Store and/or Google Play from which you originally downloaded the application. You may access the applicable in-app purchase rules and policies directly from the Apple App Store and/or Google Play. You acknowledge and agree that you are fully responsible for managing your in-app purchases and the amount you spend on in-app purchase within the Mobilion Apps.

- 12.3. Please be aware that, in order to purchase content or the Mobilion Apps through Google Play, you are required to have a Google Payments account and agree to the Google Payments Terms and Terms of Service. The Google Payments Privacy Notice applies whenever you purchase content using a Google Payments account. You are responsible for all amounts payable associated with purchases made through Google Play on your Google Payments account. Besides, Google may make available to you various payment processing methods in addition to Google Payments to facilitate the purchase of content or the Mobilion Apps through Google Play. You are required to abide by any relevant terms and conditions or other legal agreement, whether with Google or a third party, that governs your use of a given payment processing method. Google may add or remove payment processing methods at its sole discretion. You are solely responsible for all amounts payable associated with purchase you make on Google Play.
- 12.4. In order to determine your eligibility to have purchases of content or the Mobilion Apps that you make through your devices billed to your network provider's account, when you create a Google Play account on a device, Google Play shall send identifiers of your device to your network provider. To permit this you shall need to accept the network provider's terms of service. The network provider may send us your billing address information. Google Play hold and use this information as per Google's Privacy Policies and Google Payments Privacy Notice.
- 12.5. If you are under 18 then you are legally required to have your parents' or legal guardians' permission to make any in-app purchases. By completing an in-app purchase, you are confirming to us that you have any and all permission that may be necessary in order to allow you make that in-app purchase. If you are a parent or legal guardian of someone under the age of 18, we recommend that you consider any parental control that may be provided by the Apple App Store and/or Google Play, provided that you are concerned that your child may make excessive in-app purchases.
- 12.6. The in-app purchases are purchased from and billed by the Apple App Store or Google Play, not Mobilion. These purchases are subject to the terms and conditions of the Apple App Store and/or Google Play. All billing and refund inquiries shall be directed to the Apple App Store and/or Google Play. Having said that, Mobilion does not have access to the Apple App Store and/or Google Play accounts and transactions.
- 12.7. If any in-app purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of fault or being notified of the fault by you, investigate the reason for the fault. We will act reasonably in deciding whether to provide you with a replacement in-app purchase or issue you with a patch to repair the fault. In no event we will charge you anything further to replace or repair the in-app purchase. In the unlikely event that we are unable to replace or repair the relevant in-app purchase or are unable to do so within a reasonable period of time and without significant inconvenience to you, we will authorize the Apple App Store and/or Google Play to refund you an amount up to the cost of the relevant in-app purchase. Alternatively, if you wish to request a refund, you may do so by contacting the Apple App Store and/or Google Play directly.

- 12.8. You acknowledge and agree that all billing and transaction process are handled by the Apple App Store and/or Google Play from whose platform you downloaded the Mobilion Apps and governed by the Apple App Store and/or Google Play's terms and conditions/end user license agreement. If you have any payment related issues with in-app purchases, then you need to contact the Apple App Store and/or Google Play directly.

13. TERM AND TERMINATION

- 13.1. This Agreement shall become effective on the date it is approved and shall remain in force as long as the User maintains to use The App and shall continue to be effective and operative as between Mobilion and the User legally.
- 13.2. Mobilion may unilaterally terminate this Agreement without any obligation of compensation and further notice under any circumstance where the User acts in breach of this Agreement, or any other agreements to be executed or rules applicable to different services offered over the Apple App Store and/or Google Play, in particular, following circumstances: if the User manipulates the operation of the Mobilion Apps by employing any method; if the User acts in breach of the provisions of this Agreement or any other agreements to be executed over the Apple App Store and/or Google Play; if the User commits any act that violates third party rights; if data, contents, visuals, texts and articles shared with The App, by the User, have unlawful element or even if they are free of unlawful or immoral elements, posting such data, contents, visuals, texts and articles at The App for unlawful or immoral purposes.
- 13.3. The User agrees that Mobilion shall not be liable to the User or any third-party for any termination or disabling of the Mobilion Apps. Promptly upon termination of this Agreement, the User must cease all use of The App and uninstall, remove or destroy all copies of The App in its possession or control. Having said that, termination shall not limit any of Mobilion's other rights or remedies at law.

14. INDEMNIFICATION

- 14.1. You agree to indemnify and hold harmless Mobilion, its affiliates and Mobilion's and its affiliates officers, directors, licensors, partners, shareholders, licensees, contractors, agents, attorneys, employees and third party service providers (collectively, the "Indemnitees") from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claim(s)"), that actually or allegedly and directly or indirectly result from your information, use of the Mobilion Services or your breach of this Agreement.
- 14.2. You agree to be solely responsible for defending any Claim against or suffered by any Indemnatee, subject to the relevant Indemnatee's right to participate with counsel of its own choosing and for payment of damages or losses resulting from all claims against any Indemnatee provided that you will not agree to any settlement that imposes any obligation or liability on any Indemnatee without Mobilion's prior express written consent.

15. WARRANTY DISCLAIMER

- 15.1. To the extent this is permitted by applicable law, all the Mobilion Apps are provided on an “AS IS”; “WITH ALL FAULTS” and “AS AVAILABLE” basis and you use them at your sole risk. Subject to applicable law, Mobilion, on behalf of itself, and its affiliates, licensors, distributors, vendors, agents and suppliers, expressly disclaims any and all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, non-infringement and any other warranty arising from the relevant legislation.
- 15.2. Without limitation, Mobilion makes no warranty that the Mobilion Apps will meet your requirements, that they will be uninterrupted, timely, secure or error-free, that the results obtained from the use of the Mobilion products will be accurate or reliable or that the quality of the Mobilion Apps will meet your expectations. Mobilion assumes no liability or responsibility for any property damage of any nature whatsoever, resulting from your access to and use of the Mobilion Apps; any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; any interruption or cessation of transmission to or from the Mobilion Apps or servers; any bugs, viruses, Trojan horses or like which may be transmitted to or through the Mobilion Apps by any third party or any errors or omissions in any content or for any loss or damage of any kind incurred as a consequence of the use of any content posted, e-mailed, transmitted or otherwise made available via the Mobilion Apps.
- 15.3. Certain Mobilion Apps may allow you to record phone conversations on your Android or iOS device. Some local, state, federal and international laws prohibit the recording of third-party audio without all parties’ consent to such recording. You are solely responsible for compliance with all local, state, federal or international laws regarding call recording and obtaining any necessary consent. In no event shall the Mobilion be responsible to you or third party for your failure to comply with local, state, federal or international laws regarding third party audio recording.
- 15.4. The entire risk arising out of use or performance of the Mobilion Apps remains solely on you. Mobilion expressly disclaims all warranties relating to products and/or services provided by Third Party Partners. This warranty disclaimer constitutes an essential part of this agreement.

16. LIMITATION OF LIABILITY

- 16.1. To the extent permitted by applicable laws, you expressly understand and agree that Mobilion shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from:
- I. the use or the inability to use the Mobilion Apps;
 - II. unauthorized access to or alteration of your transmission or data;
 - III. statements or conduct of any third party or
 - IV. any other matter relating to Mobilion.
- 16.2. In no event shall Mobilion’s total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you for accessing the Mobilion App. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 16.3. Nothing contained in this Agreement shall be deemed or construed to create any employee/employer relationship under the Labor Code numbered 4857 of Turkey or applicable legislation.

17. FORCE MAJOR EVENT AND APPLICABLE LAW

- 17.1. In all circumstances that constitute a force major event in legal terms, Mobilion shall not be held liable for its failure to perform its obligations hereunder or to perform them late or incompletely agreed herein. Such failures shall not be considered a default, or incomplete or faulty performance and no claim of compensation shall be made against Mobilion.
- 17.2. The term "force major events" herein refers to any event that is beyond the reasonable control of the affected party and that cannot be avoided despite the reasonable care and diligence shown by Mobilion, including but not limited to God's acts, riots, insurgences, turmoil, war, communication interruptions, infrastructural and internet network failures, power failures, mobilization, strike, fire, explosion, terrorism, cyber attack, long-term and far-reaching power outage, internet outage, computer viruses, legislative amendments and adverse weather conditions.
- 17.3. The User shall not be able to accrue default interest or claim indemnification from Mobilion under any name whatsoever for the delayed, incomplete or non-performance of any of the provisions in this Agreement due to force majeure events.
- 17.4. This Agreement and legal relations arising hereunder shall be governed and construed as per Turkish law. Turkish Courts (Istanbul (Çağlayan) Courts and Execution Offices)) shall have jurisdiction over any actual or potential dispute arising from this Agreement. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to such jurisdiction and venue.

18. ENTIRE AGREEMENT AND SEVERABILITY

- 18.1. These Terms constitute the entire agreement between you, as the User, and Mobilion relating to the use of The App and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 18.2. No amendment to or modification of this Agreement will be binding unless in writing and signed by Mobilion. The failure of either party to enforce any rights granted hereunder or take action against the other party in the event of any breach herein shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 18.3. Any translation of this Agreement is done for local requirements and in the event of a dispute between English and any non-English versions, the English version of this Agreement shall govern to the extent not prohibited by law.
- 18.4. If any terms or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the terms.