

# Terms and Conditions of Service

## 1. General

- 1.1. FREELANCER CRM website (“Website”) and mobile application (“App”) and related services (together with the Website and App, the “Service”) are operated by ETREXIO DIGITAL SOLUTIONS BİLİŞİM VE İLETİŞİM TEKNOLOJİLERİ TİCARET LİMİTED ŞİRKETİ (“Etrexio”, “Company”, “we”, “us” or “our”). Access and use of the Service is subject to the following Terms and Conditions of Service (“Terms and Conditions”, “Terms”). By accessing or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms and Conditions including any future modifications. Etrexio may amend, update, or change these Terms and Conditions.
- 1.2. These Terms and Conditions describe the rights and obligations of the User and the Supplier in connection with the Service and form an essential part of a binding contract between them (capitalized words used in this introduction, including the words "User", "Supplier" and "Service", are defined below in “Definition & Interpretation” title). If you are reading this text, there is a good chance that you may be about to become, or perhaps already are, a User. So please do consider these Terms and Conditions carefully as they are likely to affect your rights and obligations.
- 1.3. When a User signs up or starts using the Service, it is accepted that the User acts for purposes of his or her trade, business, freelance works, craft, or profession.
- 1.4. If you are not of legal age (which is likely to be the case if you are under 18) or otherwise do not possess full active legal capacity, then the Service is not for you.
- 1.5. Should you find anything in these Terms and Conditions that you do not agree with, please do not use any of the Features, close your User Account and remove all Software and other items forming part of the Service from your systems, devices, storage media and repositories.
- 1.6. Regardless of your purposes and whether you agree with the Terms, please consider the Supplier's Privacy Policy (.....). This document describes how, when, and why the Supplier collects information about individuals, how and for what purposes these personal data are processed, who processes them and what rights the individuals have in connection with the data concerning them.

## 2. Definition & Interpretation

- 2.1. The following terms, when capitalized, shall have the meanings ascribed to them below:

- "Agreement" — the contract between the Parties, comprising the Terms, the Privacy Policy, the Data Protection Agreement, and such other terms concerning the Service as the Parties may agree to;
- "Client" — anyone which is added in or integrated with a Project by a Project Owner, anyone who is the Clients of Project Owner, Data Subject whose Personal Data are processed by Project Owner as data controller;
- "Customer" — anyone other than the Supplier that has a User Account. Each Customer is also a User and, unless the context otherwise requires, should interpret the term "Customer" as referring specifically to him;
- "Data Subject" — any natural person (individual) to whom any of the Relevant Data relate;

- "DPA" — the data processing agreement at the end of these Terms;
- "Feature" — a component, property or an aspect of the Service;
- "GDPR" — Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- "Intellectual Property" — any and all trademarks, service marks, domain names and business names, brands, rights pertaining to inventions, designs, databases and proprietary information (including, without limitation, trade secrets and know-how), patents, copyrights (including both economic as well as moral rights) and any and all other items treated as intellectual property or rights thereof under applicable law;
- "Project" — a logical space in the Service user environment to which all the Clients of Project Owner are assigned;
- "Project Data" — the data that are stored or otherwise processed in, through or by means of a given Project, including all such Client Data, the data are processed by the Supplier as data processor on behalf of the Project Owner who is the data controller;
- "Project Owner" — the User having ultimate responsibility for a Project, its contents, and all activities (including all data processing) performed in, through or by means of that Project. Project Owner is also referred to as the "Owner" in these Terms.
- "Party" — each of the User and the Supplier (collectively, "the Parties");
- "Personal Data" — any information relating to an identified or identifiable natural person (individual). This term has the same meaning as 'personal data' under the GDPR;
- "Privacy Policy" — the Supplier's privacy policy, available at .....
- "Relevant Data" — Personal Data that form part of Project Data;
- "Service" — depending on the context, either: (a) the Supplier's providing (i) the Software and/or (ii) one or more resources or other benefits for use in conjunction with the Software and/or (iii) technical support services concerning the foregoing; or (b) the above items collectively, any of them separately or any combination of any of them, notwithstanding that the item(s) in question may not consist in a service (as, e.g., in the case of locally installable Software), ;
- "Service Plan" — a subscription, on the terms hereof, to a particular set of Features offered by the Supplier. A Service Plan may have several names, such as, for example "Annually", "Monthly" or "Premium" etc. The significance of such names, if any, as are other differences between Service Plans (such as which Features a given Service Plan includes, what are the main characteristics of these Features, the prices of Service Plans and, if relevant, the technical aspects in which Service Plans vary, e.g., in terms of their compatibility with third-party items). Creating, adding, or editing one project for a User, of course considering its limitations which are determined by the Supplier, such as, storage, Clients' limit, is free of charge; creating, adding, or editing more than one project will be charged depending on the choice of the Service Plan of User. Price of Service Plans can always be changed by Supplier, Users are able to see how much they pay to the Service Plan that they choose on the interface or screen of App of Website.
- "Software" — the Supplier's developed computer programs and desktop or mobile applications in relation with the Service as the Supplier may make

available in conjunction therewith, including such patches, updates, upgrades, other modifications, and replacements thereof as the Supplier may from time to time provide. Each of the foregoing may take the form of an on-demand service, a local installation or a combination thereof;

- "Subscriber" — in relation to each Service Plan, the Customer or User who made payment, ordered and purchased a Service Plan;
- "Supplier" — ETREXIO DIGITAL SOLUTIONS BİLİŞİM VE İLETİŞİM TEKNOLOJİLERİ TİCARET LİMİTED ŞİRKETİ, a Turkish company, registered tax number of 3810922381 and tax office of Pendik Vergi Dairesi, established and doing business at Doğu Mah. Bengisu Sk. No: 1b İç Kapi No: 28 Pendik/İstanbul, Republic of Turkey, email support@etrexio.com, telephone +90 551 946 6560;
- "Terms" — these terms and conditions of service, including the DPA;
- "User" — anyone other than the Supplier that downloads, saves, installs, uses, accesses, interacts with, or is the recipient of the Service or possesses or controls, directly or indirectly, any item that forms part of the Service, including, without limitation: (a) the Customer; (b) anyone who accesses a resource (e.g., visits a web page or retrieves a file, information or other object) that is located on the Service or forms a part thereof; (c) anyone with a copy of any Software. (d) anyone who signs up to the Service and using it whether within a paid or free of charge Service Plan. Each User should interpret this term as referring specifically to him unless the context otherwise requires;
- "User Data" — any data, including Personal Data, that Supplier process (e.g., collects, enters, records, stores, alters, arranges, deletes, uses, transmits, discloses or makes available) through a User Account or otherwise by means of the Service;

**2.2.** In these Terms: (a) the words "herein", "hereto", "hereof", "hereunder", "hereby" and "herewith" refer to the Agreement; (b) words denoting a gender or genders are to be construed as referring to all genders appropriate in the context; and (c) save where the context clearly otherwise determines, the word "item" means any legal object, i.e., anything tangible or intangible (including any electronic object and any right or other benefit) that is capable of being the object of a right, duty or a capacity.

**2.3.** This Agreement constitutes the entire contract between the Parties relating to the subject matter hereof, superseding all prior agreements and understandings of the Parties concerning that matter. If any provision of the Agreement conflicts with any Service-related information provided elsewhere, the provision in the Agreement shall prevail.

### **3. Intellectual Property Rights**

**3.1.** The Service and Website, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks, any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, "Etrexio Materials"), are the property of Etrexio and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and us, Etrexio retains all right, title and interest, including all intellectual property rights, in and to the Etrexio Materials.

- 3.2.** Except as expressly permitted in these Terms, you may not, and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Website to any third party, including, but not limited to your affiliates, or use the Service in any service arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Website or Service or Features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Website; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Website, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Website, or any part thereof; (v) take any action that imposes or may impose (at Etrexio's sole discretion) an unreasonable or disproportionately large load on the FREELANCER CRM Website or App's infrastructure or infrastructure which supports the Website, App or Service; (vi) interfere or attempt to interfere with the integrity or proper working of the Service or Website, or any related activities; (vii) remove, deface, obscure, or alter FREELANCER CRM Website or App's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Website without Etrexio's prior written approval; (viii) use the Service or Website for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party to do any of the foregoing.
- 3.3.** You as the User shall not, without the Supplier's prior explicit consent, sublicense, assign, encumber or otherwise dispose of any of his rights or obligations hereunder.
- 3.4.** The Supplier may: (a) sublicense, assign, encumber and otherwise dispose of any and all of its rights hereunder; and (b) assign this Agreement, i.e., all its rights and obligations hereunder, or cause the same to be transferred: (i) to its parent, any of its wholly- or majority-owned subsidiaries or a wholly- or majority-owned subsidiary of its parent; or (ii) to another entity specified in the definition of "Supplier"; or (iii) as part of the Supplier's general succession (including merger, acquisition and transformation), division, transfer of the enterprise (or a substantial, coherent part of the enterprise) to which the Agreement pertains or divestiture of all or substantially all of its assets as a whole; or (iv) due to the Supplier ceasing to hold rights in the Software or the Service.
- 3.5.** Where a Party's consent is required, it shall not be unreasonably withheld or delayed.

## **4. License to App**

- 4.1.** Subject to the terms of these Terms and Conditions, Etrexio grants you a non-transferable, non-exclusive license to download, install, and use one copy of each App in object code form only on an interactive wireless device that you own or control. You may not derive or attempt to derive the source code of all or any portion of any App, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate any App or any part thereof. Etrexio and its licensors own and shall retain all intellectual property rights and other rights in and to the App, and any changes, modifications, or corrections thereto.
- 4.2.** The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms and Conditions are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this

paragraph apply, but solely with respect to App from the Apple App Store. You acknowledge and agree that these Terms and Conditions are solely between you and Etrexio, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of any App must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of any App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and Conditions. You and Etrexio acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of any App, including, but not limited to: (i) product liability claims; (ii) any claim that an App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Etrexio acknowledge that, in the event of any third-party claim that any App or your possession and use of that App infringes that third party's intellectual property rights, Etrexio, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms and Conditions. You must comply with applicable third party terms of agreement when using any App. You and Etrexio acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions as they relate to your license of the Apps, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

## **5. Service**

- 5.1.** The Supplier will use commercially reasonable efforts to provide the Subscriber with the benefit of all Features authorised under his Service Plan.
- 5.2.** The level of Service to which the Customer is entitled (including the nature, scope, availability, means of accessing and providing and other particulars of the Supplier's Software-related technical support services) may depend on the Service Plan chosen.
- 5.3.** Unless otherwise specifically agreed between the Customer and the Supplier: (a) the Customer may contact the Supplier for technical support at the email address specified in the definition of "Supplier" or by using such error reporting or customer feedback features as may be available via the Service; (b) the Supplier aims to respond to support requests as soon as possible considering the type of error and endeavors to resolve Software errors and Service defects within reasonable time but makes no commitment as to how quickly support will be provided or such matters will be resolved.
- 5.4.** The User acknowledges and agrees that:
  - the Service (i) has not been designed to meet his specific requirements, (ii) may from time to time suffer interruptions and be occasionally unavailable, (iii) has and will continue to have certain bugs and vulnerabilities, and (iv) should not be relied upon in inherently dangerous circumstances;
  - the Software, the Service, the Website or the App and anything offered or delivered as a part of, in conjunction with, or by means of any Feature is provided on an "as is" and "as available" basis;

- his selection of a Service Plan and use of any of the Features are at his own risk, as are his exposure to, down- and uploading of, as well as transmission, receipt, storage, possession, disclosure and other handling of data, computer programs, software code or other items through or due to the Service.
- 5.5.** Creating, adding, or editing one project for a User, of course considering its limitations which are determined by the Supplier, such as, storage, Clients' limit, is free of charge; creating, adding, or editing more than one project will be charged depending on the choice of the Service Plan of User. Price of Service Plans can always be changed by Supplier, Users are able to see how much they pay to the Service Plan that they choose on Website or App.
- 5.6.** The Service may provide links, references or access to third-party websites, resources or services and the latter may provide the same with respect to the Service. The Supplier is not responsible for the existence or qualities (including the availability, reliability, and security) of such external sites, resources or services, does not endorse them and shall not be liable for any loss, damage, expenses or other undesirable consequences attributable thereto.
- 5.7.** The Supplier has no obligation to enhance, modify or replace any part of the Service, or continue developing or releasing new versions thereof.
- 5.8.** The Supplier may: (a) discontinue the Service or cease providing the Service to any User without notice; (b) suspend or restrict access to the Service for anyone whose payment hereunder is overdue more than 5 days or whose use of the Service conflicts with the Agreement; (c) suspend performance under the Agreement in whole or in part with immediate effect if legally required to do so.

## **6. User's Undertakings**

- 6.1.** The User must be a person (natural or legal) or an entity with legal capacity.
- 6.2.** Upon opening a User Account and signing up to the Service, ordering a Service Plan, becoming a Project Owner, and otherwise when transacting with the Supplier, the User shall use his true legal name and provide such true and accurate contact and other information as requested (the Supplier only asks for information that is warranted by the circumstances).
- 6.3.** The User must comply, with all legal requirements applicable to his use of the Service, handling of Project Data and Relevant Data.
- 6.4.** The User warrants that his User Data are lawful and acquired properly and that his data processing activities.
- 6.5.** The User further warrants that he will not use the Service for sending unsolicited communications or uploading, transmitting, delivering, running, controlling, or storing harmful code, malware, or illegal content.
- 6.6.** If the Supplier reasonably believes that User Data or the User's data processing activities violate the law or otherwise conflict with the Agreement, it may, in its absolute discretion: (a) ask the User to take such action as the Supplier considers necessary for remedying the matter (which, where feasible and legally permitted, will be the preferred option); or (b) remove, disable, restrict access to, or delete the data concerned without being liable (neither to the User nor anyone else) for any loss, damage or other undesirable consequences resulting therefrom.
- 6.7.** Without prejudice to any of his statutory obligations, the User undertakes that he will not (a) interfere with the proper functioning of the Service; (b) impose an unreasonable load on the Service or its infrastructure; (c) consume any resource or otherwise use any

item hereunder in a manner or to an extent that prejudices another User's enjoyment of the Service; (d) reproduce the Software, except as expressly permitted herein; (e) translate, adapt, arrange or otherwise alter the Software or reproduce the results of any such activity; (f) distribute or redistribute, including sell, rent, lease, lend or otherwise make available, the Software (neither the original Software nor any copy thereof) or any other part of the Service; (g) decompile, disassemble or otherwise reverse engineer the Software; (h) remove, alter, hide or obscure any copyright notice, trademark or other proprietary rights notice embedded in, appearing on or otherwise pertaining to any part of the Service; (i) create or attempt to create any product or service that is substantially similar to, or performs the same or substantially similar functions as, or otherwise competes with any part of the Service, or purports to be created, provided or approved by the Supplier or its licensors; or (j) cause anyone else to do any of the foregoing.

- 6.8.** The User shall be fully responsible for the activity that occurs under his User Account, including all data processing and other acts performed through or by means thereof, and must notify the Supplier promptly upon learning of any security breach relating to or unauthorized use of his User Account.
- 6.9.** It shall be the User's own responsibility to maintain the confidentiality of his usernames, passwords, access tokens and similar credentials.
- 6.10.** The Supplier has no obligation to monitor or access any User Account but may do so if reasonably warranted (e.g., to provide technical support, prevent illegal or harmful activity, perform its duties hereunder or comply with a legal obligation).
- 6.11.** The Supplier may, in its sole discretion, temporarily or permanently disable, close, or restrict access to any User Account that is used for infringing on anyone's Intellectual Property or proprietary or personal rights, and shall not be liable for any loss, damage or other undesirable consequences resulting therefrom.
- 6.12.** The Project Owner, which is also a User, acknowledges and agrees that the Project Data which may include Personal Data of Clients and any other third-persons, Relevant Data are obtained legally, the Data Subjects whose personal data are processed by the User as data controller are notified and acknowledged under the local legislations and GDPR by the User.
- 6.13.** The Project Owner shall ensure that Project Data are lawful and acquired properly and that all data processing and other activities performed in, through or by means of the Project are legal.

## **7. Payment**

- 7.1.** If you purchase an auto-renewing periodic Subscription through the Service, your FREELANCER CRM account will be billed continuously for the Subscription until you terminate it. After your initial Subscription period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your FREELANCER CRM account and follow instructions to terminate or change your subscription, even if you have deleted your account.
- 7.2.** There are two types of Subscription which are monthly and annually but not limited with only these and always can be changed at the Supplier's sole discretion. Users who want to create, add, and edit more than one project must choose a Service Plan/Subscription and complete his purchase to use the paid Features provided within

the Service through the payment processors which are integrated with the marketplaces, i.e., Google Play Store and Apple App Store.

- 7.3. The User acknowledges that: (a) his payments are handled by third-party service providers; (b) the Supplier is not responsible for these parties or their services and has no liability as concerns payment processing; (c) late payment may result in the suspension of Service, restriction of access to certain or all the Features or the termination of the Agreement.
- 7.4. The billing of the purchase for Users will be conducted by the marketplaces which are the payment processors for Service and App Purchases.

## **8. Payment Processors**

- 8.1. All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third party. In no event will Etrexio be responsible for the actions or inactions of any third-party payment processor, including, but not limited to, system downtime or payment service outages.

## **9. Refund Policy**

- 9.1. If Etrexio suspends or terminates your use of the Service or these Terms and Conditions or you close your account voluntarily, you understand and agree that you will receive no refund or exchange of any kind, any Content or data associated with your use of the Service, or for anything else.

## **10. Termination**

- 10.1. Etrexio may terminate your access and use of the Service immediately at any time, for any reason, and at such time you will have no further right to use the Service. You may terminate your FREELANCER CRM account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of Etrexio's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

## **11. Limitation of Liability**

- 11.1. NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:
  - IN NO EVENT SHALL EITHER PARTY HERETO AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS;

- (III) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR TERMS OR POLICIES BY EITHER YOU OR IN CASE OF ANY USER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE ITS THIRD-PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

## **12. Data Rights**

- 12.1.** As between the Parties, Project Data belongs to the Project Owner and his instructions as to Project Data override those of any Clients. The Clients shall be acknowledged by Project Owner and shall not hold the Supplier liable for any undesirable consequences that he or anyone else may suffer due to the Supplier's disposal or processing of Client Data pursuant to the instructions of a Project Owner.
- 12.2.** The User, acknowledges and agrees that if a Project is closed, then the Supplier has no obligation to maintain or provide Project Data and may, unless legally prohibited, delete the same.

## **13. Personal Data**

- 13.1.** Note on interpretation: the terms “controller” and “processor” have the meanings assigned to them in the GDPR.
- 13.2.** Each of the User acknowledges that certain Information relating to him is collected and otherwise processed by the Supplier or its nominees. Where such information constitutes Personal Data, the respective processing is subject to the Privacy Policy. The Privacy Policy lists a number of purposes for which the Supplier may process Personal Data. In the User's case, the processing is largely warranted by the Supplier's preparation and performance of contracts between itself and the User (notably, the Agreement and transactions related to the Agreement) and the need to comply with certain legal obligations to which the Supplier is subject (e.g., obligations arising from legislative or regulatory acts concerning taxation, accounting, financial reporting, prevention of terrorism or money laundering, or judicial or administrative process). However, the purposes of the processing may not be limited to the above. The Privacy Policy gives a more thorough account of the purposes for which the Supplier (as a “controller”) processes Personal Data and of other matters concerning such processing.

- 13.3.** The allocation of roles and responsibilities in the processing of Relevant Data is as follows: (a) the Project Owner is the “controller” of these data; (b) the Supplier is the “processor” thereof; (c) any enquiry, request, objection, complaint or demand that the Client as a Data Subject may have in connection with such processing (i.e., where the information processed relates to the Client) should be addressed to, and resolved by, the Project Owner (with such assistance from the Supplier as may be necessary and appropriate in light of its role as the “processor” of the respective information).
- 13.4.** The DPA sets out further rights and obligations of the Project Owner and the Supplier in relation to the processing.

## **14. Contributions**

- 14.1.** With respect to any product of intellectual activity, including any object of Intellectual Property, that is submitted, contributed or otherwise knowingly made available for inclusion in the Software or any other part of the Service, the Supplier shall be deemed to have been granted a non-exclusive, royalty-free, worldwide, perpetual (save as limited by law), irrevocable, freely transferable and fully sublicensable right to use, distribute, reproduce, modify, adapt, publish, translate, transmit, publicly perform, display and make available the same (in whole or in part) and to incorporate it into other items, including works and inventions, in any form or medium now known or hereafter developed. Anyone making such a contribution warrant to the Supplier that he is authorized to do so and that neither he nor any author of any item embedded in his contribution will seek any compensation or reimbursement in connection therewith.

## **15. Disclaimer of Warranties**

- 15.1.** Any warranty of the Supplier not expressly stated herein shall be deemed withheld. The Supplier disclaims, to the maximum extent permitted by applicable law, all statutory and implied warranties and course of performance, course of dealing and usage related expectations with respect to the Service.
- 15.2.** Without prejudice to the generality of the foregoing, the Supplier in particular makes no representation and gives no warranty or guarantee: (a) that the Service is fit for any particular purpose, accurate, timely, of satisfactory quality, enjoyable, available regardless of, or in any specific, jurisdiction, or non-infringing of third-party rights; (b) that access to or the operation or use of the Service will be uninterrupted, secure or error-free; (c) that any error or defect in the Service will be corrected; (d) that the Service or any means by which it is accessed or used is free of malware or other harmful components; (e) with respect to any third-party item; or (f) to anyone who is not a User.
- 15.3.** The Supplier's disclaimers in connection with the Service apply both to the Service as a whole and each component thereof.

## **16. Indemnification**

- 16.1.** The User shall defend, indemnify and hold harmless the Supplier, its officers, directors, employees, contractors, agents, lawyers and representatives from and against all claims made by and all damages, liabilities, penalties, fines, costs and expenses payable to any third party that arise from the User's or any Guest User's: (a) breach of

any obligation, representation or warranty hereunder; (b) misuse of any Feature; or (c) infringement of anyone's Intellectual Property or proprietary or personal rights.

## **17. Notices**

- 17.1.** The Supplier may give notice to the User: (a) through a Feature, e.g., by posting the notice on a web page that forms part of the Service or using a messaging feature of a locally installed Software application; (b) by email to the address associated with his User Account.
- 17.2.** All notices, requests, enquiries, complaints, and other communications to the Supplier should be sent to the appropriate email or postal address specified under the definition of "Supplier".
- 17.3.** A notice shall be deemed to have been received: (a) the same day if given through a Feature; (b) the next day if given by email; or (c) in the case of a notice sent by mail or courier, and providing that delivery charges have been paid, five days after posting or the courier taking charge of the notice.

## **18. Law & Jurisdiction**

- 18.1.** The law applicable to the Agreement and the Parties' relations, the venue for resolving disputes and the forum competent to hear such disputes depend on the identity of the Supplier, i.e., which of the entities specified under the definition of "Supplier" the User contracted with.
- 18.2.** Where the Agreement is between the User and Etrexio:
- the Agreement, the Parties' relations and all matters concerning the Service shall be governed by the laws of the Republic of Turkey and the applicable Turkish Law, without the United Nations Convention on Contracts for the International Sale of Goods applying to any of the foregoing;
  - all disputes arising from or otherwise concerning the Agreement or the Service (including disputes concerning the formation or validity hereof) shall be subject to the exclusive jurisdiction of the appropriate courts in the Republic of Turkey which shall be İstanbul Anadolu Ticaret Mahkemeleri (i.e., the courts of Anatolian side of İstanbul which makes judgment in the matter of trade, business and commerce);
  - in the above disputes and proceedings, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.
- 18.3.** The above provisions notwithstanding, the Supplier may, in its absolute discretion, assert and seek protection of its intellectual property and rights concerning confidential information or data processing in any forum anywhere in the world (including by way of injunction and other preventive measures).

## **19. Language**

- 19.1.** This agreement was originally written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

## **20. Miscellaneous**

- 20.1.** These Terms and Conditions constitute the entire Agreement between Supplier and User as you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Supplier or User as you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Supplier may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of Supplier and you, and Supplier's and your respective successors and permitted assigns.

## **Data Processing Agreement (DPA)**

### **1. Object**

- 1.1.** This DPA is between the Supplier and the Project Owner and forms part of the Agreement.
- 1.2.** The purpose of the DPA is to supplement the Terms as respects the processing of Project Data, Relevant Data and EU Standard Contractual Data Processing Clauses (SCC) in case the data is transferred between EU and third countries. The DPA does not concern any other data or the processing thereof. The Supplier's obligations under this DPA must be viewed accordingly, i.e., as only relating to the processing of Relevant Data and not applying in any other context.

### **2. Roles**

- 2.1.** The purposes of processing Project Data and Relevant Data are determined by the Project Owner. As between the Parties, these purposes are determined by the Project Owner.
- 2.2.** Consequently, and in line with the role allocation, the Parties acknowledge and agree that with regard to the processing of Project Data and Relevant Data: (a) the Project Owner is the “controller” and the Supplier is the “processor”; (b) the Supplier and Sub-processors process these data on the Project Owner's behalf and on his instructions.
- 2.3.** Project Owner shall be responsible for the accuracy, quality and legality of Project Data and Relevant Data, the means by which the same are acquired and the instructions he provides as to the processing thereof.

### **3. Details of Processing**

- 3.1.** The Supplier will process Project Data and Relevant Data only as necessary to carry out the Project Owner's instructions or as required by law to which the Supplier or the processing is subject (which includes any judicial, arbitral, administrative, or otherwise mandatory order or judgment made, recognized or enforceable under that law).
- 3.2.** The Project Owner hereby instructs the Supplier to process Project Data and Relevant Data: (a) as necessary in connection with the Service, which, particularly but without limitation, includes any processing that is in their use of the relevant Project or Features in connection with that Project.

- 3.3.** For the avoidance of doubt, Project Owner's current instructions as to the processing of Relevant Data; (b) does not prevent the Project Owner from giving further instructions (which shall be reasonable, lawful and documented) or the Supplier from processing Relevant Data as may be necessary in light of such further instructions; (c) does not restrict the Supplier from processing Project Data and Relevant Data for as long as legally required (e.g., to comply with the GDPR or legal acts concerning taxation, accounting, financial reporting or counter-terrorism or -money laundering) and, if so required (but only to the extent required), exceeding the duration of processing warranted by the Project Owner's instructions. The Project Owner thus acknowledges and agrees that each operation that the Supplier performs on Project Data and Relevant Data will continue until the Supplier is no longer legally obliged to perform the same.
- 3.4.** The operations that the Supplier performs on Project Data and Relevant Data will include storage and such other operations (e.g., retrieval, transmission, erasure, restriction, and disclosure pursuant to the Project Owner's instructions or as required by law). Certain of these operations have been described in the Privacy Policy.

## **4. Relevant Data**

### **4.1. Personal Data whose processing is permitted:**

- 4.1.1.** The types of Personal Data that a Project Owner or User is allowed to process as part of Project Data are limited to those which the User is legally permitted to process. The Project Owner undertakes that Project Data will not include Personal Data whose processing is legally prohibited.

### **4.2. Personal Data whose processing is restricted:**

- 4.2.1.** The Project Owner acknowledges that the processing of certain types of Personal Data is restricted or limited under the GDPR and that non-compliance with the relevant restrictions or limitations may result in substantial penalties, including fines, being imposed on, or other punitive, remedial, or compensatory measures being taken against, the Project Owner, User and the Supplier involved in the processing.
- 4.2.2.** Consequently, the Project Owner undertakes that, absent the Supplier's prior explicit consent, Project Data will not include, and neither he nor any other User who accesses the Project will use the Service for the processing of, Personal Data that fall within either of the following categories: (a) "special categories of personal data" (also known as "sensitive information") as described for the time being in Article 9 of the GDPR, including particularly but without limitation genetic data, biometric data and data concerning health; (b) "personal data relating to criminal convictions and offences or related security measures" as described for the time being in Article 10 of the GDPR.

## **5. Security**

- 5.1.** The Supplier will maintain adequate technical and organisational measures to ensure such level of security in its processing of Project Data and Relevant Data as appropriate in the given circumstances. Certain of these measures have been described in the Privacy Policy.
- 5.2.** The purpose of the above measures is to address in an appropriate manner: (a) the protection of Project Data and Relevant Data against unauthorized or unlawful processing and against accidental loss, alteration or destruction; (b) the integrity and confidentiality of Project Data and Relevant Data; (c) the availability and resilience of

the Features pertinent to the processing of Relevant Data (to the extent such Features are authorized under the Service Plan the Project Owner enjoys); (d) the ability to restore the availability and access to Project Data Relevant Data in a timely manner after a Service failure; (e) the effectiveness of the means employed by the Supplier for ensuring the required level of security in its processing of Project Data and Relevant Data.

- 5.3.** The Supplier further undertakes to: (a) ensure that the persons it authorizes to process Project Data and Relevant Data commit themselves to confidentiality (or will be under an appropriate statutory obligation of confidentiality) with respect to these data; and (b) notify the Project Owner without undue delay upon learning of any Personal Data breach that involves Project Data and Relevant Data and may need to be communicated to the competent supervisory authority or the Data Subject(s) concerned.

## **6. Return & Deletion of Data**

- 6.1.** After the completion of services relating to the processing of Project Data (i.e., upon permanent cessation of all Service in relation to the Project), the Supplier will delete copies of these Relevant Data, save if and to the extent the law requires that the data concerned be retained.