

## **MEMBERSHIP AGREEMENT**

### **ARTICLE – 1 PARTIES**

This Membership Agreement (“**Agreement**”) is entered into between DEVLET CELIK GLOBAL TRADE (“**DC GLOBAL TRADE**” or the “**Company**”) with its registered office at Merdivenkoy Mah. Bora Sk. Nidakule Goztepe No:1-3, Ic Kapi No:7, Kadikoy / Istanbul and all persons who use Soaphistic products/services (“**Member**”) on the www.soaphistic.com website (“**Website**”) electronically. The Company and the Member will hereinafter be referred to as the “**Parties**”.

### **ARTICE- 2 SUBJECT OF THE AGREEMENT**

The subject of this Agreement is to determine the conditions of use and utilisation of the products to be purchased by the Member via Website owned by the Company and the service to be benefited accordingly.

### **ARTICLE- 3 ESTABLISHMENT OF THE AGREEMENT**

(a) **THE MEMBER AGREES THAT HE/SHE HAS READ AND UNDERSTOOD THE AGREEMENT AND IS AWARE OF HIS/HER RIGHTS AND OBLIGATIONS HEREUNDER.**

(b) **THE PARTIES AGREE THAT THERE IS NO DISPROPORTION BETWEEN THE AGREEMENT AND THE SUITABILITY OF MUTUAL OBLIGATIONS AND MUTUAL OBLIGATIONS SPECIFIED HEREIN CONFORM TO THE QUALITY OF THE WORKS AND THE PARTIES HAVE NO INEXPERIENCE WITH RESPECT TO THE PROCEDURES AND TRANSACTIONS COVERED HEREBY.**

(c) **THE MEMBER AGREES THAT HE/SHE HAS FULL OPINION THAT ALL TRANSACTIONS IN THIS AGREEMENT CONFORM TO HIS/HER BENEFITS AND HE/SHE SHALL ABIDE WITH ALL TERMS BY TAKING INTO CONSIDERATION ALL RELEVANT ELEMENTS IN HIS/HER OWN FREE WILL, WITHOUT ANY DIFFICULTY OR CONSTRAINT, AS A RESULT ACHIEVED BY REASONING, WISHING AND KNOWING.**

(d) **THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT DO NOT HAVE ANY PARTICULARITY WHICH MAY BE CONSTRUED AS UNJUSTIFIED RIGHT AND ANY UNJUSTNESS IN TERMS OF THE BALANCE OF BENEFITS.**

(e) **THIS AGREEMENT DOES NOT CONTAIN ANY UNJUSTIFIED TERM IN ACCORDANCE WITH THE TERMS OF THE REGULATIONS ON UNJUSTIFIED CONDITIONS IN CONSUMER AGREEMENTS. BONA FIDES AND THE RULES OF GOODWILL ARE NOT CONTRADICTED AND THEY ARE ISSUED ACCORDING TO THE LEGISLATION ON THE PROTECTION OF CONSUMERS.**

(f) **THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE PREPARED BY TAKING INTO CONSIDERATION THE PROVISIONS OF THE TURKISH CODE OF OBLIGATIONS. THE BINDING AND CONTENT CONTROL PROPOSED IN ARTICLE 21 OF THE LAW WAS PERFORMED BY THE MEMBER. THERE IS NO ALIENATION IN ANY OF THE TERMS HEREOF, TO THE NATURE OF THIS AGREEMENT AND THE PARTICULARITY OF THE WORK (SURPRISING TERMS). THE TERMS OF THIS AGREEMENT WERE WRITTEN IN CLEAR AND COMPREHENSIBLE MANNER AND DO NOT HAVE MORE THAN ONE MEANING.**

### **ARTICLE- 4 MEMBERSHIP**

- Membership is acquired upon the completion of membership processes on the Website (and upon execution of this Agreement).
- Member must be at least 18 years of age (or older) in order to earn membership under the article 4.1. and understand and agree to these terms. If the member is at least 13 years old and under 18 years of age on condition that he/she has the discrimination power simultaneously, he/she must be using the Website only with his/her one of the parent or legal representative. In this context, the Member declares that his/her parent or legal representative has reviewed and accepted the Agreement.
- Members are obliged to provide accurate, real and up-to-date information about membership procedures. The scope of this information is determined by the Company and can be amended if necessary, and the scope can be extended. The information so shared may any time be amended and updated by the Member. In order for the membership of the Member to continue, the Member must provide the information contained in the information list and update it if there is any change.
- The Company may share the Member's information with the relevant official authorities to a limited extent, in order to fulfil the requirements of the regulatory or enforcement proceedings of the authorities or judicial bodies. If the relevant official authority does not have a confidentiality decision, the Member is informed of the transaction.
- The Company can make evaluations and statistical studies by anonymizing the introductory and / or personal information provided by the Members, and publish them in a general way on the Website.

- If the Members use a nickname while completing the membership transactions, the nickname cannot be in conflict with the applicable legislation and morality; and cannot be insulting, or contain words of profanity, swearing, derogation or words that harm personal rights.
- Members can unsubscribe when they wish. In this case, the Member notifies the Company of its request to unsubscribe via the Website and ensures that the necessary actions are taken for the deletion of the membership. When these procedures are completed, the unsubscribe process is completed. The rights and obligations arising from the Agreement until the date of withdrawal from membership and the provisions which must remain in force due to their qualifications even if the agreement is terminated (compensation for damages, final provisions, etc.) shall not be affected by termination of membership.

#### **ARTICLE- 5 USE OF THE SERVICE BY THE MEMBER AND SERVICE FEE**

- After visiting the relevant section of the Website, completing the required sections for registration and becoming a party to this Agreement, the Member can start to benefit from the products and services offered by the Website under the terms of this Agreement. The products and services offered by the Company may only be used by the Member for lawful purposes.
- Membership to the Website is free of charge.
- The company may create promotional codes or campaigns in relation to its own products and related services at its sole discretion. Regarding the said promotional codes or campaigns, the Company will inform the Members if the Member chooses to be informed in this context. The Member accepts that the Company does not take any action and/or action that may misuse the service offered by the promotion or campaign, and if it is between the ages of 13-18 and has the power to distinguish, in any case, he/she declares that he/she has the consent of its parent or legal representative within the scope of participation to the relevant promotion/campaign. Promotional codes or offers must be used for its intended purpose and in accordance with the law, should not be transferred to another person unless approved in writing by the Company, and should only be used on the condition that the conditions stipulated for the promotion or campaign are followed. Promotions or campaigns may be canceled by the Company at any time without any reason. The Member has no right to claim against the Company regarding the canceled promotion or campaign. At the same time, the Member always has the opportunity to refuse the receipt of commercial electronic messages provided at the time of obtaining his/her consent for sending commercial electronic messages. Always be able to refuse to receive commercial electronic messages regarding promotions / campaigns.

#### **ARTICLE- 6 RIGHTS AND LIABILITIES OF THE PARTIES**

- The Member declares and undertakes that the personal and other information given while signing up on the Website are true and the Member shall immediately compensate the Company for all damages it may incur due to the fact that this information is inaccurate and/or the Member does not update membership information.
- The Member shall have the exclusive right to use the password he or she receives under the membership for using the Website. The member cannot give this password any third party. All legal and criminal liability related to the use of access to the system (user name etc.) used to gain access to use the Website and password shall be on the Member.
- A member cannot transfer his membership to another person.
- The Member agrees, declares and undertakes not to violate the provisions of all legal regulations and to infringe such provisions when using the Website. Otherwise, all legal and criminal liability to be incurred shall be solely and exclusively the responsibility of the Member.
- The Member shall not use the Website in any way that violates public order, violates general morality, disturbs and harasses others, infringes on the opinions and copyrights of others for a violation of the law. Furthermore, it cannot be used in activities that threaten or prevent the operation of the Website or the software, such as preventing the use of services by other users or in preventing or complicating the activities (spam, virus, trojan, etc.) and transactions thereof.
- The opinions and ideas expressed by the Members in the Website, shared images, messages, comments and expressions used are exclusively own personal opinions and interpretations of the Member, and only the Member is responsible for the results of these opinions and comments. The Company has no interest and relation in such opinions, images, comments, messages and ideas. The Company shall not be liable for any loss suffered by third party individuals or entities due to ideas and opinions declared by the Member or due to damages caused by opinions and ideas declared or the messages, comments or images shared by third party individuals or entities.

- The Company shall not be responsible for any direct or indirect damages incurred due to use of the Website by the Member.
- Website, may provide links to other web sites or applications that are not controlled, established, operated, or edited by the Company, and may contain references to these sites or applications. The Company is not responsible for such other applications or the content of websites or other links and/or references contained therein, or products/services provided by them. These links are not intended to support the owner of the linked web site or the person running the site, or any representation or undertaking for any information, expression or visual content contained therein. The Company is also not responsible for advertisements, promotions or banners promoted or promised by the Website or linked by the Website in the same way.
- The Member cannot assign the user profile created thereby to any third party or allow the use of that profile by any third party. Members cannot transfer their rights and obligations arising from this Agreement without the Company's approval. The Company may transfer the rights and obligations arising from the Agreement to third parties.
- If the Member is in breach of the terms of this Agreement, the penal and legal responsibility arising out of the violations shall personally be owned by the Member. The Member shall keep the Company free from all damages, claims, demands and claims that may arise due to violations. Also; the Company reserves the right to claim compensation from the Member of the Company for such violations.
- The Company shall always be entitled to suspend or terminate the Member's membership and to delete all information, data, documents, and files belonging to the Member without assuming any liability and without compensation and unilaterally.
- Copyright and/or any intellectual property rights related to the general appearance, design and software of the Website, text and visual content in the site and all other contents, trademarks, logos, know-how and other items belong to the Company or used by the Company under license. They may not be used, acquired, modified, copied, or reproduced in any form without the written consent of the Company. The use or access to the Website or its contents under conditions set forth by the Company shall not entitle the Member any intellectual and industrial property rights and/or any rights of ownership or disposition.
- The Company may disclose the personal information of the Member, (a) if it is necessary to disclose in accordance with the applicable law or regulations or a court order or administrative order, and/or (b) if the Member gives his/her consent and/or (c) if it is in accordance with the Cookie and Privacy Policy which can be accessed on the Website, and/or (d) in accordance with the conditions separately regulated under this Agreement. The Company may examine the confidential information or records of the Member in order to access the information and documents requested for the investigation.
- Necessary measures have been taken to ensure that the Website is free from viruses and similar software. In addition, the Member should have his own virus protection system and provide the necessary protection to ensure the ultimate safety. In this context, the Member is deemed to have accepted all errors (including but not limited to spam, virus, trojan horses) and their direct or indirect consequences that may occur in their software and operating systems being a member of the Website.
- The Member agrees not to access or use the software and data of other Website users without obtaining their permission.
- The Company reserves the right (i) to change the content, design and software of the products, related services and the Website at any time, (ii) to change, cease or terminate any service provided to the Members and (iii) to delete user information and data stored on the Website at any time.
- The Company may update, amend or abolish the terms of this Agreement at any time without prior notice and/or warning. Any provision that is updated, amended or abolished shall take effect for the Member at the time of publication.
- The Member shall be responsible for the procurement of the network access required to use the Website. The Member is aware of that if the Member access to the Website through a device which has access to wireless internet, mobile network data may be used, and messaging tariffs and prices may be applied. It is the responsibility of the Member to update with the appropriate software and devices which are necessary to benefit from the Website and keep the Website up to date. The Company does not warrant or undertake that the Website shall operate with a specific device or software or the functions contained in the materials shall be uninterrupted or error free in any way. The Member accepts that the Website may be exposed to failures and delays depending on the internet use. The Company shall not take any responsibility for the problems that the Member will have due to interruptions in the Website access arising from technical problems.
- The irresponsibility records for the Company under this Agreement are also cover the employees and shareholders of the Company.

- Without prior approval of the Company, the Member shall not be permitted to link to (i) any other website, (ii) the contents of any website or (iii) any data on the network in any transaction that Member will perform through the Mobil Application and/or Website.
- During use of the Website, all credit card transactions and approvals are carried out online by the relevant bank and similar card institutions, independently of the Website (Information such as credit card password cannot be seen and recorded by Soaphistic). Information entered into the Website for membership, product/service purchase and information update purposes, as well as sensitive confidential information about credit cards and debit cards cannot be viewed by other internet users.
- **Electronic Commercial Message Sending:** Soaphistic has the authority to send informative e-mails to the e-mail addresses of the Members registered with Soaphistic and informative SMS messages to their mobile phones in accordance with this Agreement. However, the Member shall be deemed to have accepted to receive informative e-mails to her/his e-mail address and to receive SMS to her/his mobile phone by approving this Agreement. If the member wishes to stop receiving mail and / or SMS, he / she can cancel his subscription by sending an e-mail to [info@soaphistic.com](mailto:info@soaphistic.com).

## ARTICLE 7- TERMINATION OF THE AGREEMENT

- **1** Without prejudice to any termination rights contained in this Agreement, the Member and the Company may terminate this Agreement at any time. This Agreement will remain in effect until the Member cancels his / her membership or until the cancellation of the membership by Soaphistic.
- **2** Termination transaction of the member can be completed by following the termination procedures on the Website. Termination will not have any effect on (i) the rights and obligations arising from the Agreement until the termination date and (ii) the provisions that must remain in effect due to their qualifications even if the Agreement is terminated (compensation due to violations, final provisions, etc.).

## ARTICLE- 8 MISCELLANEOUS

**8.1 Applicable Law:** This Agreement is governed by the laws of the Republic of Turkey and will be reviewed accordingly.

**8.2 Competent Court:** Istanbul Anadolu Courts and Istanbul Anadolu Enforcement Offices are authorized to settle all disputes arising out of or related to this Agreement.

**8.3 Entirety of the Agreement:** Annexes of the Agreement shall constitute an integral part of this Agreement and the annexes and the agreement can not be interpreted separately.

**8.4 Exclusive Evidence Qualification:** The parties agree that, in disputes that may arise within the framework of this Agreement, the documents and electronic records of the Company will be the exclusive evidence in terms of the dispute in question.

**8.5 Company Contact Information:** The contact information of the Company is as follows:

**Title:** DEVLET CELIK GLOBAL TRADE

**Address:** Merdivenkoy Mah. Bora Sk. Nidakule Goztepe No:1-3, Ic Kapi No:7, Kadikoy / ISTANBUL

**Tel:** +90 216 599 1100

**Fax:** +90 216 599 1101

**E-mail:** [info@soaphistic.com](mailto:info@soaphistic.com)

The e-mail address notified by the Member to Soaphistic is accepted as the legal and valid notification address for any notification to be made regarding this Agreement.

**8.6 Transactions performed on the Website:** Transactions performed through the Website and deemed as a statement of will are deemed as binding will statements on the Parties in accordance with the Turkish Code of Obligations, consumer legislation and other applicable legislation.