

## Gate Turkey User Agreement and Terms of Use

### 1. Parties

**1.1.** This User Agreement and Terms of Use (hereinafter referred to as the "Agreement") have been entered into by and between Gate Teknoloji A.Ş. with its registered seat at Maslak Mah. Büyükdere Caddesi Meydan Sokak Beybi Giz Plaza No:1/35 Sarıyer/İstanbul, the owner of the website at and mobile applications, registered with Maslak Tax Office under the Tax registry number 3891735307 (hereinafter "Gate Turkey") and the User (hereinafter to be referred to as the "User" collectively) who registers to use the website of Gate Turkey at or its mobile applications (hereinafter to be referred to as the "Platform" collectively) by agreeing the provisions of the Agreement and terms of use, on the following terms and conditions.

**1.2.** Gate Turkey and the User shall be referred to as the "Party" individually and as the "Parties" collectively.

### 2. Subject and Purpose of the Agreement

**2.1.** Gate Turkey User Agreement and Terms of Use, which consists of this Agreement and its annexes, are considered an integral part of the Agreement and has been entered between "Gate Teknoloji Anonim Şirketi" and "User" who uses the Platform owned by Gate Turkey, in order to determine the rights and obligations of the Parties towards each other regarding the services described in the "Agreement".

**2.2.** The subject of the agreement is the rights and obligations of the Parties towards each other.

**2.3.** By accessing, downloading, using or clicking on "I agree" to accept any services offered by the Platform, you agree that you have read, understood and accepted all terms and conditions stipulated in this Agreement alongside any other agreements you may be required to accept such as the Privacy Policy. In addition, when using some features of the Platform, you may be subject to specific additional terms and conditions applicable to those features.

### 3. Definitions

<b>Gate Turkey</b>	Means Gate Teknoloji Anonim Şirketi, which is located at Maslak Mahallesi Meydan Sokak Beybi Giz Plaza No:1/35 Sarıyer/Istanbul and operates the crypto trading platform herein.
<b>Platform</b>	Means the website legally owned by Gate Turkey. and used for crypto trading, web pages available through the web site; internet applications, cryptocurrency trading system managed by Gate Turkey, including all application programming interfaces (API), and Gate Turkey's crypto trading mobile applications;
<b>User(s)</b>	Refers to the natural or legal persons and representatives who use the Platform and the

	services offered by the Platform or Gate Turkey.
<b>Crypto Currency</b>	Refers to virtual assets with cryptographic features that are produced using blockchain technology, can be exchanged between exclusive wallets with a unique structure, have the same value everywhere at the same time, the price is determined and changed in the markets formed by the buyers and sellers, and has no physical element.
<b>Cryptocurrency Wallet</b>	Means a computer file where Crypto Currency addresses and passwords are kept. Cryptocurrency is transferred through wallets. Cryptocurrency wallets have two types: cold wallet and hot wallet. Hot wallet refers to virtual wallets with internet connection, cold wallet refers to wallets that are used offline and have a physical presence.
<b>Personal Data</b>	Means personal information that can be used to identify a natural person.
<b>Personal Data Owner</b>	Refers to the person whose personal data is processed in accordance with this Agreement.
<b>Service</b>	Means services made available through the Platform.
<b>User Account</b>	Refers to the Gate Turkey platform account where each user can become a member of Gate Turkey and open one, enable the User to be identified and have one or more connected crypto wallets under his or her account.
<b>Personal Data Protection Law</b>	Refers to the Personal Data Protection Law No. 6698.

#### **4. Rights and Obligations of the Parties**

**4.1.** By accessing the Platform and use of any part of the services provided by Gate Turkey, the User agrees and declares that he is a natural person over the age of 18, who has the right and capacity to act, who is allowed to make transactions in accordance with the laws of the Republic of Turkey in order to make transactions on the Platform owned by Gate Turkey.

**4.2.** The User agrees to provide all the documents requested by Gate Turkey. The information requested by Gate Turkey should also be given in a documented form. In the event that the User cannot document the information he shared with Gate Turkey or it is determined that he gave false information to Gate Turkey, Gate Turkey may take all kinds of measures against the User and the User declares and undertakes that he accepts the measures to be taken.

**4.3.** Gate Turkey only accepts FIAT currencies in Turkish Lira sent from bank accounts in Turkey. The User will only be able to use the bank accounts registered in his name. The User can make a deposit from the bank account registered with the same name as the account in Gate Turkey. If the user tries to send money from bank accounts belonging to other people, he is

responsible for the delay or the non-realization of the transaction and therefore shall be liable for all losses (whether direct or consequential) and damages arising from hereof. The User should not attempt to deposit money using ATMs. The User accepts and declares that Gate Turkey cannot be held responsible if the deposit is unsuccessful due to any reason attributable to the bank he is dealing through and himself.

**4.4.** Cryptocurrency wallet structures have a special structure. Due to the characteristics of cryptocurrency wallets, the information must be complete and accurate during the transfer. Any responsibility that may arise from incorrect transfers due to incorrect information entered shall be borne by the User. Due to the technical features of crypto wallets and the unique nature of blockchain technology, Gate Turkey cannot be held accountable or liable for erroneous transfers. After the transfer of the crypto is approved by us, the transfer process of the crypto begins and it is impossible to cancel or invalidate this transaction after the transfer has taken place. Since the transfer cannot be canceled, if Gate Turkey or the network to which the crypto will be transferred has charged any service fee or fee for the transfer, this service fee and fee will not be refunded. The User accepts, declares and undertakes to release Gate Turkey irrevocably from any errors that may occur due to the transfer process.

**4.5.** The User shall be solely liable for all indirect and/or direct damages in case of an attempt to transfer of a crypto that does not exist on the Platform owned by Gate Turkey and on which the User transacts, over the blockchain network, or in the case of transferring a crypto that is not listed in Gate Turkey.

**4.6.** Gate Turkey operates a cryptocurrency trading platform. Gate Turkey is a company that operates its own Platform and Users who incur losses through any other platforms cannot hold Gate Turkey responsible for these losses. The User accepts, declares and undertakes that he cannot hold Gate Turkey responsible for the losses howsoever incurred or in connection with any of the subsidiaries of the parent organization or any related entities to which Gate Turkey is affiliated.

**4.7.** Gate Turkey will be able to request information such as identity photo, selfie photo, residence certificate, bank information of the Users when necessary for the security of the User and the legislation of MASAK and other public institutions and compliance with other applicable laws. Gate Turkey will perform the verification process for the requested documents. Gate Turkey may not approve the User's membership, registration with and request to access to the Platform, if, as a result of the said verification process, it is determined that the User is inappropriate according to the legislation, guidelines or legal texts of public authorities and internal rules of the company. Gate Turkey cannot be held responsible for any damages that may arise due to the User's incorrect sharing of information and documents or provision of misleading, false and deceptive information, or not providing or sharing them on time or not sharing them at all. Gate Turkey will take all necessary measures to ensure the security of the User regarding the transactions of the Users who are members of the Platform on the Platform.

**4.8.** The User is deemed to have sufficient knowledge and experience regarding the transaction order type on the Platform of Gate Turkey. The User will be able to perform spot transactions in Market and Limit order types on the Platform. Regardless of the type of order, Gate Turkey may not be able to execute the orders at the level that the User has seen, due to the slippage that may occur in the prices. Especially in the time periods when the depth of trading volume is lost or insufficient, spreads are wide open, even quotations are not given, price gaps in the breakout

degree occur and volatility increases, “Market and Limit orders” will be executed at market prices provided by Gate Turkey, but not determined by the User; The user accepts and declares that Gate Turkey is not responsible for any direct or indirect damage that may occur in such a case, and that it is a result of the course of the market and technical data.

**4.9.** Gate Turkey does not undertake to deposit, withdraw, transfer or perform any other transactions instantly on its Platform, to its Users of crypto or fiat money. Gate Turkey carries out the instructions regarding the transactions of the User, depending on the software and hardware technical infrastructure on its Platform. Gate Turkey will endeavor to fulfill the instructions regarding the said transactions in a reasonable time, except for technical failures or unforeseen circumstances. Gate Turkey will not be liable for any direct or indirect damages that may arise in the event that crypto /fiat money deposit and withdrawal transactions are not realized in part or at all or are realized delayed, due to the higher volume in the markets or the circumstances listed under the force majeure title in this Agreement. The User accepts, declares and undertakes that he cannot make any claim from Gate Turkey under any name for all damages that may arise in this regard, and that he hereby irrevocably releases Gate Turkey.

**4.10.** Some technical errors may occur while the user is making transactions on mobile applications and/or websites. The instruction given by the User may be delayed, invalidated or not realized due to an error or malfunction in the system. The user cannot in any way hold Gate Turkey responsible for any damages that may arise or may arise due to technical or system failures. Gate Turkey may cancel, withdraw or postpone the transaction performed by the User in order to correct technical or system errors and/or malfunctions. Many actions can be taken and measures can be taken, including freezing the User’s account. If the User suffers any damage due to these measures, he accepts and declares that he has released Gate Turkey irrevocably. An asset may be mistakenly added to the User’s account while fixing a technical malfunction/error. Gate Turkey has the right to demand the misidentified entity in question from the User. The user must immediately return the mistakenly identified asset to Gate Turkey. Otherwise, Gate Turkey reserves all its legal rights.

**4.11.** Gate Turkey unilaterally determines in its sole and absolute discretion the daily, weekly and monthly Turkish Lira and cryptocurrency deposit and withdrawal limits based on economic situation and risk assessments. Said limits may be increased or decreased without prior notice to the User. The User cannot make any claims against or impose any responsibility on Gate Turkey in connection with or relating to the aforementioned limits determined or imposed by Gate Turkey and accepts and declares that he/she irrevocably releases and waives any rights he/her may have in advance.

**4.12.** Transactions performed from the User’s account are deemed to have been performed by the User. The User will be primarily responsible for the security of the user account, account information and passwords. The User accepts, declares and undertakes that the transactions carried out through his/her account are made by him/her, and he/her shall be liable for all consequences arising from these transactions and the transactions realized in his or her account even if were not made by him/her. Claiming that relevant transactions were not undertaken by the User is not an excuse or defence to avoid his or her obligations under this Agreement.

**4.13.** The User is solely responsible for paying all taxes, duties, fees, withholding, reporting and all other collection transactions that may arise as a result of cryptocurrency trading or that may accrue as a result of possible increase or decrease in value.

**4.14.** The User is responsible for the accuracy and confidentiality of the information he gives while subscribing to the Platform or using the Services, the security and strict confidence of the password and login information as long as the membership continues, and shall ensure that the password and login information are not captured by third parties. The User is responsible for the security of his own account and must protect the password and/or other information he uses to access his account securely. Gate Turkey cannot be held responsible for any cyber-attack caused by the technical infrastructure and system owned by the Internet provider or the User, or for any theft caused by the User. The User accepts, declares and undertakes that he will not hold Gate Turkey responsible for any direct or indirect damage that may occur in such a situation, that he/she cannot make a claim under any name and that he/she irrevocably releases Gate Turkey from any of such claims.

**4.15.** The User may not engage in any activity on the platform of Gate Turkey that will harm its technical functioning and create an unreasonable load on the system. The User cannot engage in activities such as data mining, web crawler, spider software, algo or robot trading on the platform. The User cannot upload software that will harm the website and Platform owned by Gate Turkey, cannot use the platform illegally and unethically, cannot use the platform for database creation and record keeping. The User accepts and declares that he/she has taken the necessary precautions regarding all methods and activities and will not enter the Platform with the robot method. In case the User violates this article, Gate Turkey reserves the right to make claim for legal compensation or take a legal action that Gate Turkey deems necessary in its sole discretion.

**4.16.** The User should be very careful to avoid any “Pirate” site created by copying a similar site of Gate Turkey and using Gate Turkey’s name and logo when signing up or giving account information. In addition, the User should pay attention to the referral link from the group companies to which Gate Turkey is affiliated and that the global site is not “piracy”. The User should check the domain name and the web address of the site while entering the Gate Turkey site or link links. The User accepts, declares and undertakes to release Gate Turkey irrevocably from any damages that may occur in these matters.

**4.17.** Users will not be asked for a password by Gate Turkey’s customer support unit; No crypto address or bank account number is given for money transfer. The User accepts and declares that he knows the provisions of this article. The User accepts and declares that he irrevocably releases Gate Turkey from any damages that may occur due to this reason during the support provided by Gate Turkey employees.

**4.18.** The User becomes a member of Gate Turkey’s Platform by accepting the terms and conditions of this Agreement with his e-mail address, phone number and password determined. Each User can only have one Gate Turkey account. The User accepts and declares that he/she has created the account that he/she has opened by approving this Agreement, not on behalf of any third party, but only for himself/herself. In case of any violation by the User (including but not limited to having a dual account), Gate Turkey may, at its sole discretion, refuse to open an account or suspend, terminate or terminate any Gate Turkey account. In such cases, the User will not be able to make any claim against Gate Turkey under any name for direct or indirect damages that he may incur, and he hereby accepts, declares and undertakes that he has released Gate Turkey irrevocably.

**4.19.** Gate Turkey does not make any commitments that the Platform will operate uninterrupted and error-free. However, it aims to make the Platform accessible, open to use and functional. Gate Turkey cannot be held responsible for any direct or indirect damages to be incurred by the User in cases where the platform loses its accessibility or cannot be used for any reason.

**4.20.** Gate Turkey's field of activity is to operate a platform that acts as an intermediary in the trading of cryptocurrencies. The prices of cryptocurrencies are determined according to the supply and demand in the market and Gate Turkey does not intervene in the price balance. For this reason, Gate Turkey cannot be held responsible for the damages and losses that the User may suffer from price changes.

**4.21.** Gate Turkey may share the information and documents of the User with the administrative authorities, if requested by the authorized public institutions and authorities in accordance with the current legislation.

**4.22.** The User must comply with the provisions under the Intellectual Property Rights heading in this agreement. In the event that the User violates the terms in the Intellectual Property Rights heading, Gate Turkey may terminate this Agreement unilaterally and for just cause, as well as apply to the judiciary to impose legal and penal sanctions on the User.

**4.23.** Gate Turkey's failure to exercise its rights and powers arising from this Agreement at the time of occurrence thereof does not constitute a tacit waiver of such rights and powers. Gate Turkey reserves its discretion to use its rights and authorities whenever it wishes in accordance with the law.

**4.24.** Gate Turkey is entitled to delete, stop, suspend, restrict, cancel the User's account without any notice, pursuant to the provisions of this Agreement. If there is no legal obstacle when using these rights and unless otherwise required or directed by any orders or requests from any governmental or judicial authorities, and unless otherwise provided in this Agreement, Gate will return the assets to relevant User within 90 days. The responsibility of any direct or indirect damage that the User may suffer due to these sanctions shall be borne by the User and Gate Turkey cannot be held responsible in any aspect in this regard.

**4.25.** Gate Turkey has the sole discretion to accept orders regarding the transfer of fiat money or crypto money made by the User and the transactions on the Platform. In this case, the User cannot impose any responsibility on Gate Turkey and accepts and declares that he irrevocably releases Gate Turkey therefore.

**4.26.** Gate Turkey has the exclusive authority to determine the types of cryptocurrencies it mediates on its Platform. From time to time, he can remove the listed crypto currency types from the list of the screens he/she makes transactions or add other new crypto currency types that he/she accepts. There is no responsibility to be attributed to Gate Turkey in this regard.

**4.27.** The User can terminate his Gate Turkey membership at any time. However, termination of the User's membership does not mean the automatic cancellation of sending commercial

electronic messages, sending notifications and other permissions received by Gate Turkey. In such a case, the User is required to terminate the permissions given to Gate Turkey separately and individually.

**4.28.** Gate Turkey may make changes in fiat or crypto deposits or withdrawals at its own discretion without prior notice. The User cannot hold Gate Turkey responsible for any direct or indirect damages incurred as a result of these changes. The user accepts and declares that he or she has read and understood Gate Turkey's instructions regarding such transactions before any deposit, withdrawal or transfer transaction.

**4.29.** It is forbidden for the User to use his account to third parties, and if the User makes his account available to third parties, all responsibility shall be borne by the User. Gate Turkey will be able to claim damages from all related parties, including the User, in case the User incurs a loss due to the use of his account by third parties. The User declares that he has read and accepted this provision.

**4.30.** The User has to keep all the information and documents shared with Gate Turkey up to date at all times. For any change in the said documents, communication or personal information, the User is obliged to notify Gate Turkey of these changes immediately. Gate Turkey is not responsible for any damages that may occur if the User does not keep his information and documents up to date.

**4.31.** Gate Turkey will show use due care and dedication to ensure the security of the User's data and account. Gate Turkey cannot be held responsible for any damage that is not caused by the user's own fault or Gate Turkey. The user accepts, declares and undertakes to release Gate Turkey irrevocably in such cases.

**4.32.** Unless expressly agreed in written form, Gate Turkey does not guarantee the accuracy, completeness, or reliability of information (including but not limited to advertisement) you may get from, via or by links to the Platform or in any other methods related to the site. Gate Turkey will not be responsible for your purchase or obtaining of product, service, information or material due to such information. You shall take all the risks of using the information.

**4.33.** Gate Turkey may take any actions which it deems necessary and reasonable in its sole discretion including but not limited to suspending, restricting, or terminating the User's access to any or all of the Service and Platform, deactivating or canceling the User's account with immediate effect, or canceling, suspending, blocking, placing on hold, refusing to complete a digital assets transaction if, Gate Turkey in its reasonable opinion believe it necessary to do so to fulfill its legal obligations, protect its reputation and enforce its rights. The User understands and acknowledges that Gate Turkey may be obligated to cooperate with relevant government authorities and judicial authorities to freeze, forfeit and transfer digital assets in the User's account to a designated account as directed by these authorities.

## **5. Legal and Penal Sanctions**

**5.1.** In the event that crypto is sent in a way that will cause unjust enrichment of the User by any inadvertent transaction, this matter will be immediately notified to the User through all kinds of communication in manners deemed necessary and reasonable by us (e.g. e-mail, call, sms, etc.). In the event that the relevant asset is not returned by the User within 1 business day

after this notification, Gate Turkey may close the User's account, suspend it, or suspend access indefinitely without any further notification. Again in this case, the User's account may be reduced to a negative balance equal to the amount of the unjust enrichment. If Gate Turkey deems it necessary, it may initiate the necessary legal and executive actions. Gate Turkey reserves the right to indemnify all direct or indirect damages incurred during this process. In this case, the User accepts and undertakes to release Gate Turkey.

**5.2.** Upon Gate Turkey has determined that any article or articles in this Agreement have been violated by the User, the failure of Gate Turkey to terminate the Agreement or to take legal action against the User cannot be interpreted as a waiver of these rights by Gate Turkey. All rights of Gate Turkey are reserved against these detected violations.

**5.3.** The User declares and undertakes that he has read all the explanations made by other public authorities as well as all authorized and regulatory institutions related to cryptocurrencies and that he accepts that he will follow the explanations to be made later.

**5.4.** The User undertakes to use the Platform in accordance with the laws and regulations of the Republic of Turkey. All legal and penal liability that may arise due to any action and transaction performed on the User's account on the Platform belongs to the User. Gate Turkey has the right and authority to share all the information of the User with the competent authorities after detecting the illegal use. This does not constitute a breach of confidentiality and Gate Turkey cannot be held responsible therefore. No criminal liability can be attributed to Gate Turkey due to the illegal use of the Platform by the User.

**5.5.** The User is responsible for any tax liabilities that may arise regarding the use of cryptocurrencies, the Services and the Platform. Gate Turkey is not responsible for any tax liability that may arise from the User's gains or losses.

**5.6.** If Gate Turkey determines that the User is using the Platform for illegal purposes or has made it available, then Gate Turkey has the right to take all kinds of legal action and to take all necessary administrative and security measures such as freezing the account, deleting the account permanently or temporarily, or terminating the agreement. In addition, Gate Turkey has the right to indefinitely prohibit the re-opening of an account by the User who has an unlawful transaction.

**5.7.** In any verbal, written or visual communication channel that the User has with Gate Turkey employees, behaviors and rhetoric that violate the general moral rules and the rule of honesty, contain insults and disrespect, and abuse the goodwill of Gate Turkey employees will not be tolerated. In such a case, Gate Turkey has the right to temporarily or permanently close the accounts of the Users for buy-sell orders and to suspend, freeze or permanently close the accounts of these users; and also reserves the right to take any legal action against the User. Gate Turkey cannot be held criminally or legally liable for implementing this article.

**5.8.** The user undertakes not to make posts that tarnish the name of Gate Turkey, damage its commercial reputation or create unfair competition by using the Gate Turkey name and/or logo. This commitment covers all social media authorities, including all kinds of written and visual media. In case of detection of a violation of this article, Gate Turkey reserves the right to unilaterally terminate the Agreement, block, suspend or completely delete the User's account without prior notice. In addition, Gate Turkey will use all kinds of compensation rights against



the User due to the violation of this article. The User accepts, declares and undertakes that he waives all objection and demand rights due to the implementation of this article.

**5.9.** Gate Turkey is entitled to temporarily or permanently close the account or accounts of the user, which the Platform detects suspicious transaction attempt in terms of workflow and technical security, to buy and sell orders; suspend User accounts that engage in suspicious activity; freeze or temporarily turn off. Gate Turkey may implement a seizure (blocking) operation of the assets in the User's account upon the notification of the banks due to the seizure (blocking) requests from the judicial and/or administrative authorities and as a result of the requests to the banks from these authorities. Gate Turkey cannot be held responsible for any damages incurred by the User due to the implementation of this provision, and Gate Turkey cannot be held liable for any penal or legal liability therefore.

## **6. Protection of Personal Data and Privacy**

**6.1.** Gate Turkey undertakes to keep the information given to it strictly confidential, to keep this information a secret, to ensure and maintain confidentiality, to take all necessary measures and to show all due diligence to prevent all or any part of confidential information from falling into the hands of unauthorized persons.

**6.2.** Gate Turkey undertakes to collect and protect the personal data of the Users in accordance with the Personal Data Protection Law, that it will not use the Personal Data received from the User for any other purpose, directly or indirectly, except for the realization of the purpose of the relationship between the Parties, personal data other than the explicit consent of the User, that it will not share their data with any institution or person, will not allow the processing and transfer of this data, except that the necessary personnel will have access to personal data to the extent required.

**6.3.** Gate Turkey Personal Data Protection Policy, Privacy Policy, Cookie Policy, Disclosure and Explicit Consent Statement, which can be accessed through the platform, are inseparable parts of this Agreement. We strongly recommend every User to review the aforementioned texts on the Platform or contact the Gate Turkey customer support team in order to obtain more detailed information regarding Personal Data. Despite all the measures and legal measures taken, Gate Turkey cannot be held responsible for the use, theft or processing of Personal Data for any reason, outside of Gate Turkey's knowledge or information. In this regard, the User accepts and declares that he irrevocably releases Gate Turkey from any such responsibility.

**6.4.** Gate Turkey undertakes to keep all kinds of information and data belonging to the User confidential and to take every precaution for confidentiality. However, information and documents requested by the competent authorities of the public institutions of the Republic of Turkey can be submitted to the competent authorities pursuant to the laws, decrees and all other legislation. In addition, it will be able to disclose the information of the users to third parties by going beyond the provisions of confidentiality to the extent

- Required by legislation,

- They are related to the fulfillment of the requirements of the Agreements between the parties and their implementation,

- Information about users is requested in line with an investigation or investigation carried out by the authorized administrative and/or judicial authorities in accordance with the procedural method,

- It is necessary to provide information in order to protect the rights or security of the Users.

As the situations listed above do not constitute a breach of confidentiality, Gate Turkey cannot be held responsible for any direct or indirect damages that may arise.

**6.5.** The parties mutually agree the rights and obligations arising under the Law on the Protection of Personal Data No. 6698, and hereby agree and undertake to act in accordance with the said law.

**6.6.** Within the scope of cooperation with third parties, Gate Turkey may provide links to other sites or applications within the Platform, may direct them to third party sites and applications or publish their forms. Or, within the scope of the agreement it has made, it can have its own advertisement published on different platforms belonging to a third party and publish links and forms. In these cases, Gate Turkey cannot be held responsible for the privacy and cookie policy and all kinds of other content in the sites and applications accessed by the User belonging to third parties. Establishing cooperation with other companies or organizations does not mean that Gate Turkey has a relationship with these companies and organizations.

## **7. Force Majeure**

**7.1.** Force Majeure is any event that is beyond the control of the Parties, which may not be foreseen/predicted by the Parties, consequences of which are unknown even if foreseen, and cannot be eliminated by the Parties. For this reason, the following circumstances, without limitation, that may occur in Turkey or the country/countries where the User carries out his transactions and may significantly affect the activities are called Force Majeure;

- Economic, social or political disturbances such as riot, insurrection, mobilization, occupation, embargo, state intervention, regional or global war, strike, lockout, business actions or boycotts,
- Cyber attacks, communication problems, infrastructure and internet failures, system improvement or renewal works and malfunctions that may occur due to this, power outage and other unforeseen technical human factors,
- Fire, explosion, storm, flood, earthquake, migration, epidemic or other natural disaster, and
- National, regional or global economic crises and fluctuations, extraordinary market conditions, restrictions that Turkey or other countries may impose on crypto currency or foreign exchange regimes, commodity and precious metal markets, or legal regulations that can be made in Turkey and other countries, savings of public authorities or other events that cannot be overcome even if they are foreseen and due care is taken.

**7.2.** The User accepts, declares and undertakes that he/she knows that he/she cannot impose any responsibility on Gate Turkey and accordingly, there will not be any direct or indirect compensation claim from Gate Turkey under the name of loss/damage for any failures or delays by Gate Turkey to perform any of the obligations hereunder occurred due to the Force Majeure conditions listed above, without limitation. Gate Turkey reserves the right to take certain

measures regarding crypto money transactions in case of any Force Majeure. The User, who incurs any loss or damage/ expense directly or indirectly due to the said measures, cannot hold Gate Turkey responsible for such damages and expenses. During the force majeure, the User's actions may be suspended.

## **8. Intellectual Property Rights**

**8.1.** Gate Turkey shall hold all intellectual property rights of Gate Turkey brand and logo, text, design, domain name, trade dress, slogan, software codes, contents of interfaces, drawings, algorithms, videos and all materials used, business models and business method and all other intellectual property rights on the Platform in the content.

**8.2.** The User cannot share, distribute, reverse engineer, copy, display, reproduce, or create derivative works from Gate Turkey's intellectual property rights and Gate Turkey's Platform without the prior written consent of Gate Turkey.

**8.3.** The intellectual property rights in this article are unlimited; and for avoidance of any doubt, Gate Turkey has not waived any intellectual property rights. The User accepts, declares and undertakes that he will not act contrary to this provision. As soon as Gate Turkey detects a violation of intellectual property rights, it may take all kinds of legal remedies, especially measures regarding User Accounts, to the infringing User and persons associated with the User. The User is obliged to compensate all direct and indirect damages and expenses of Gate Turkey and/or the third party in question.

## **9. Pricing**

**9.1.** In return for the services provided by Gate Turkey, Gate Turkey has the right to collect commissions and fees from the Users at a rate determined by our unilateral discretion from time to time.

**9.2.** The fees and commissions to be paid by the Users are stated on the relevant pages of the Platform.

**9.3.** Gate Turkey may change the types, amounts and rates of such fees and commissions at any time without prior notice. The changes are applied after they are announced on the Platform.

**9.4.** Before starting the transactions on the Platform, the User should obtain information about all commissions, fees and expenses and examine them from the relevant page. The Parties must agree on the commission, fees and expenses in question. If the commission, fee or expenses in question are not expressed in monetary terms, the User must request the necessary information from Gate Turkey.

## **10. User Feedbacks and Questions**

**10.1.** In case of contacting Gate Turkey, the User must provide his/her name, e-mail address, Gate Turkey account, all other information that Gate Turkey employees may need to identify the transaction with a notification, question or complaint.

**10.2.** After the User contacts Gate Turkey, a solution offer may be presented to the User by Gate Turkey. If the said solution offer is accepted by the User, the solution offer will be binding between the Parties. Suggesting or offering a solution to the User by Gate Turkey does not mean

that Gate Turkey accepts any responsibility for the said problem. The user undertakes to act with this awareness.

**10.3.** In case of a problem, the User should contact the Gate Turkey Customer Support Unit as the first step to solve the problem. If the User thinks that his problem cannot be solved, he should send an e-mail stating the reason for his problem, how he wants Gate Turkey to solve his problem, and other information he thinks is relevant. The User will be answered by e-mail in a reasonable time in line with the workload.

**10.4.** Customer Support's response times to Users may be unduly delayed, especially during significant fluctuations and volume changes. Under no circumstances can Gate Turkey be held responsible for any damages claimed to result from service interruptions, transaction delays or failure to respond in a timely manner by the customer support unit. The user accepts and declares that he irrevocably accepts Gate Turkey in accordance with the provision in this article.

## **11.Consultancy and Advise**

**11.1.** Even if the Users request, Gate Turkey does not provide consultancy services to its Users about any investment, portfolio management, legal, accounting, tax or other consultancy works and business plans such as trading techniques, models, algorithms.

**11.2.** It does not accredit, inspect, audit, evaluate any other third party that may provide or claim to provide any of the above-mentioned issues.

**11.3.** Under no circumstances shall any information, charts, pictures, contents of any kind and documents shown on the Platform or provided by us constitute investment advice or professional advice of any kind.

## **12.Evidence Agreement**

**12.1.** Verbal or written communication of the User with the Gate Turkey customer support unit or any Gate Turkey employee will be recorded; and these records can be used as evidence during any dispute.

**12.2.** In disputes between the parties that may arise from this Agreement, all kinds of data including but not limited to the data kept by Gate Turkey, e-archive records, all kinds of electronic information, books, documents, electronic media records showing customer transactions, microfilm, microfiche and correspondence constitute valid, binding, definitive and exclusive evidence.

**12.3.** The User accepts, declares and undertakes that this provision is an agreement of evidence in accordance with Article 193 of the Code of Civil Procedure No. 6100.

## **13. Disclaimer and Risk Reminder**

**13.1.** Gate Turkey is not responsible for any content, including pricing and statistics, presented on its Platform. Any content on the Platform consists of data collected from third parties and publicly available sources; All such data, reports, analyzes are processed by a software that directly processes the information and presented to the Users and visitors objectively without any regulation or direction. Gate Turkey does not give any guarantee that the content published on the Platform is absolutely correct. All content in question is for informational purposes only and does not contain investment advice. The User cannot demand compensation from Gate

Turkey for any damages he or she may suffer, directly or indirectly, due to the content and data in question.

**13.2.** The Platform can only be accessed in line with the products and services offered by Gate Turkey. Gate Turkey provides the infrastructure that enables the trading of cryptocurrencies on its platform. Gate Turkey in no way guarantees the conclusion of the transactions or the execution of the orders entered on its Platform. Prices are determined entirely according to the supply and demand relationship of the trading parties for the relevant cryptocurrency. Gate Turkey does not determine the prices formed on the platform. Gate Turkey is not responsible for any damage or loss of the User, including, but not limited to, direct or indirect damages, loss of profit, loss of income, collateral damage, positive damage, material damage, loss of business, arising from the use or inability to use the Platform. . Likewise, the User cannot claim that Gate Turkey is responsible for whatever reason.

**13.3.** Due to the significant risks of trading cryptocurrencies as well as the impact of technology and the international market, we cannot warrant or guarantee that particular type of cryptocurrency will be available on our Platform and Services. We reserve the right to stop offering Services in relation to a particular type of cryptocurrency on our Platform. We will use our reasonable endeavours to notify you if we cease to support trading or provide Services in relation to a particular cryptocurrency. If this is the case, you will not be able to convert that type of cryptocurrency into any other currency. However, you will be given the option to transfer the cryptocurrency to another user, platform or third party sites. Please be aware that we are not and will not be responsible for any costs incurred by you if you decide to transfer the cryptocurrency to another user, platform or third party website.

**13.4.** We are not responsible or liable for any cryptocurrency once they are transferred from our Platform to another site, device, platform, wallet or user. Nor are we responsible or liable for any cryptocurrency not traded on our Platform that have been sent into our Platform. We are and will not be responsible or liable for any cryptocurrency that have been sent to an incorrect or incompatible wallet address. Examples of incompatible wallet addresses include but are not limited to the type of cryptocurrency being transferred is sent on.

**13.5.** As we do not identify the counterparty to any transactions you make, we strongly recommend that you do not send cryptocurrency to any persons you do not personally know or completely trust, as, once sent, the transaction cannot be reversed. It is important for you to take precautions when transferring and storing your cryptocurrencies and/or digital assets whether on our platform or through other sites, wallets or devices. We shall take no responsibility for the misappropriation or theft of your cryptocurrencies and digital assets. We strongly advise that you familiarize yourself with and implement a personal wallet service or other device for storing your digital assets including cryptocurrencies and implement other security measures. Always take a greater degree of care and precaution to secure your passwords when operating in a digital environment.

**13.6.** Digital assets trading is highly risky and therefore not suitable for most people. You acknowledge and understand that investing in digital assets may result in partial or total loss of your investment and therefore you are strongly recommended to decide the amount of your investment based on your loss-bearing capacity. You acknowledge and understand that digital assets may generate derivative risks. Therefore, if you have any doubt, you are strongly advised to seek assistance from a professional advisor and seek relevant professional advice.

Furthermore, aside from the above-mentioned risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use rational judgment to assess your financial position and the above-mentioned risks before making any decisions on transacting digital assets; any and all losses arising therefrom will be borne by you yourself and we shall not be held liable in any manner whatsoever and howsoever.

**13.7.** All opinions, information, discussions, analyses, prices, advice and other information on our Platform are general market reviews and do not constitute any investment, financial, taxation or any other form of professional advice. We do not bear any loss howsoever arising directly or indirectly from or in connection with the abovementioned information, including but not limited to, any loss of profits.

**13.8.** By accessing The Platform and making use of services the user acknowledge and agree that, inter alia,

- 1) Trading or holding of coins, tokens, cryptocurrencies, digital currencies or digital assets of the like involves significant risks, the losses can be substantial and any loss and liability you incur is not insurable. The Users is a aware of the risks associated with transactions of the abovementioned digital assets and their derivatives;
- 2) The User shall assume all risks related to the use of services and transactions of the use of services and transactions of the abovementioned digital assets and their derivatives; and
- 3) Gate Turkey shall under no circumstances be liable for any such risk sor adverse outcomes resulted therefrom.

## **14.Account Close**

**14.1.** The User is entitled to request Gate Turkey at any time that his/her account is completely closed without giving any reason. This request must be made in writing to Gate Turkey. Gate Turkey may request some information and data from the User to verify the identity of the person making the request.

**14.2.** Upon the account closing request submitted by the User, the User's account will be closed within 30 days from the date of receipt of the request.

**14.3.** The account transaction details and data of the User whose account has been closed will continue to be stored by Gate Turkey for the legal periods for the periods stipulated in the law.

## **15.Amendment to the Agreement**

Gate Turkey has the right to change and update the terms and conditions in all legal texts on the platform unilaterally, without prior notice, only by publishing them on the platform. Changes made become valid and effective from the moment they are published on the site.

## **16. Severability**

If any part, any provision, article or condition of this Agreement is at any time and for any reason rendered completely or partially invalid or unenforceable by official and authorized authorities the remainder of this Agreement will not be affected thereby. In such a situation, the invalidated part will be interpreted as if it was removed from the agreement before, and the

remaining clauses of the agreement will remain valid and binding. When such a situation is encountered, the parties will work to make the amendment that can be legally accepted and that brings alternatives as close as possible to the aforementioned provision of this Agreement.

## **17. Termination of the Agreement**

**17.1.** The parties may terminate this agreement by notifying the other party in writing 3 days in advance without giving any reason.

**17.2.** In the event that the User violates one or more of the provisions and articles in this Agreement and its annexes, or as a result of the User acting contrary to the information and documents provided to Gate Turkey, and in any case Gate Turkey deems necessary for any reason without limitation, Gate Turkey is entitled to terminate this Agreement with the User without any warning or prior notice and without any such notification obligation.

**17.3.** In case of termination of this Agreement, the User's right to access the Platform shall cease. If the termination is not based on any breach of this agreement and its annexes, or if the User's account has not been used for any illegality or is not under legal review, the assets, if any, in the User's account will be returned to him within 30 days.

## **18. Applicable Laws**

This Agreement is subject to the laws and laws of the Republic of Turkey; and will be interpreted according to the laws and laws of the Republic of Turkey. Istanbul Çağlayan Courthouse and Istanbul Çağlayan Enforcement Offices are authorized to settle any dispute arising from this contract.

## **19. Acceptance and Effectiveness**

**19.1.** This User Agreement consists of 19 main articles and entered into force with the approval of the User -who read and understood each provision separately and fully- given in electronic environment.

**19.2.** The terms and conditions in this Agreement presented to the User by Gate Turkey are an annex and an integral part of the Agreement. The rights and obligations in this Agreement together with the annexes constitute all the rights and obligations of the Parties.

**19.3.** KYC&AML Policy, Privacy Policy, Personal Data Protection Policy, Clarification Text, Explicit Consent Statement, Cookie Policy and Risk Statement are annexes and inseparable parts of this Agreement.

**19.4.** Gate Turkey reserves the right to make changes or modifications to this Agreement, affiliated service terms, activities terms or announcement from time to time, in its sole discretion without notice to the User. The amended terms will be deemed effective immediately upon posting. The User's continued use of this site and the services acts as acceptance of such changes or modifications. If a User does not agree to any amended terms, the User must discontinue using or accessing our Service and Platform. By using and accessing the Platform or Service, the User are deemed to have agreed to and fully understood that this Agreement and contents in other affiliated service terms, including the amended terms made by Gate Turkey from time to time.