

SHAREUPX TERMS OF USE AND PRIVACY POLICY

Dear MEMBER,

Before you become a MEMBER of ShareupX, please carefully read all the terms in this ShareupX Terms of Use and Confidentiality Agreement ("Agreement"). After reading the entire text, fill in the relevant blanks that will appear on the membership screens in ShareupX to accept and approve the Agreement.

Following your membership approval, **DDS Teknoloji A.Ş.** ("OPERATOR") will create a secure user account on your behalf and send your transaction confirmation to the e-mail address or mobile number you provided during registration.

Completion of your membership registration and the creation of your user account means that you have read and accepted all the articles in this Agreement and that you have given your consent to the formation of a legally valid contract.

This Agreement shall be concluded and entered into force electronically at the time of acceptance between the MEMBER and the OPERATOR.

1. COGNISANTS

Content: The content of the messages sent by the MEMBERS using ShareupX, all of the texts, NFTs, pictures and similar posts provided or shared.

Personal Data: Any information relating to an identified or identifiable natural person.

Sharing: Messages (post) submitted by members using ShareupX.

Platform: Social media and sharing space available via ShareupX.com.tr or ShareupX Social Media mobile apps (Android, iOS, etc.).

Profile: A special interactive area for the MEMBER that can be viewed by other MEMBERS, consisting of e-mail address, mobile phone, User Name, name, surname, date of birth, gender, password and photo(s) added by the MEMBER, created with the information given by the MEMBER to ShareupX.

Nickname/Username: A name used by the MEMBER in a way that can no longer be associated with a specific data owner without using his personal data while creating his Profile.

Commercial Electronic Message: Messages with data, audio and video content that are carried out electronically using means such as telephone, call centers, fax, automatic dialing machines, smart voice recorder systems, e-mail, short message service and sent for commercial purposes.

MEMBER: A person who has completed the membership process by clicking the button on the "Register" link on the ShareupX home page/login screen and following the necessary steps.

ShareupX Social Media App/ ShareupX: Social media and sharing space available via ShareupX.com.tr or ShareupX Social Media mobile apps (Android, iOS, etc.).

NFT (Nonfungable Token): A digital token that has no other equals, exists on the blockchain, has a value and can be collected, or any digital asset that has value outside of the definitions of cryptocurrency and/or money as we know it.

2. SUBJECT OF THE AGREEMENT

2.1 ShareupX is a microblogging social network service and provides an environment for its MEMBERS to share small Content such as short sentences/texts, photos, news or videos, to quote other MEMBERS' Content, to comment and discuss.

2.2. The subject of the Agreement is the determination of the service provided by the OPERATOR, the conditions for benefiting from these services, and the rights and obligations of the parties. By approving this Agreement, the MEMBER accepts, declares and undertakes that he/she has the necessary legal capacity

2.3. By accepting the provisions of the Agreement, the MEMBER also accepts all kinds of statements made by the OPERATOR regarding the use, membership and services contained in ShareupX. The MEMBER accepts, declares and undertakes that he/she will act in accordance with all other terms of use and relevant legislation published or to be published by the OPERATOR, and that all legal and criminal responsibility will belong to him/her.

3. RIGHTS AND OBLIGATIONS OF THE MEMBER

3.1. **By clicking the button on the "Register" link on the home page and following the necessary steps in order for the MEMBER to add Content to ShareupX, read the Content, comment on the Content, share the Content, react to the Content with picture characters (emoticon), follow other MEMBERS, add certain Content to favorites, message with other MEMBERS; e-mail address as a required field, Nickname/User It is necessary to become a MEMBER of ShareupX by entering the name, name-surname, password and mobile number information to be determined.**

MEMBERS can confirm their membership via their mobile numbers. All users have a single membership right for the mobile number and e-mail address they use while becoming a MEMBER.

The OPERATOR has the right to change and edit these features at any time and without prior notice to the MEMBERS.

3.2. If the MEMBER is under the age of 18, he/she cannot be a party to the Agreement. If the MEMBER is under the age of 18, this membership may be terminated by the OPERATOR, even if the membership has been established. In the event that the MEMBER creates a membership registration on behalf of a legal entity, the real person who registers membership accepts that he is authorized to be a party to the Agreement on behalf of the legal entity and that the Agreement is binding for the legal entity.

3.3. Content shared by the MEMBER on ShareupX can be managed and controlled through functions such as deleting Content, closing Sharing to comments, and hiding the account through the MEMBER's Profile page. The MEMBERS agree to allow the Content they offer or share on the Platform to be accessible to all MEMBERS or searchers in search engines, to be accessible to, to access and use this content, and to be associated with the MEMBER in this way, depending on their own privacy settings preferences.

3.4. The MEMBER agrees not to publish any unauthorized content (spam, etc.) that is contrary to the law, public morality and/or good manners, and that such Shares may be deleted or removed by the OPERATOR, or that their membership may be suspended or completely canceled.

3.5. The OPERATOR is not obliged to store every Content shared by the MEMBER in the ShareupX infrastructure. Due to infrastructure problems or other problems that may occur, Content may be temporarily or permanently removed from the database. By accepting the Agreement, the MEMBERS are deemed to have accepted these conditions.

3.6. It is the sole responsibility of the MEMBER to ensure the security, storage, keeping away from the access of third parties, and the use of the system access tools (Nickname/User Name, password, etc.) used by the MEMBER in order to benefit from the services offered by the ShareupX.com.tr and the ShareupX Social Media Application. Every transaction performed with the username and password of the MEMBER will be deemed to have been carried out by the MEMBER personally. The OPERATOR does not have any direct or indirect responsibility for any damages incurred or to be incurred by the MEMBER and/or third parties due to the MEMBER's faults in matters such as security, storage, and keeping away from the access of third parties the means of access to the system.

3.7. The Nickname/Username chosen by the MEMBER while subscribing to ShareupX is unique to the MEMBER and cannot be used by any other MEMBER. If the Nickname/Username that the MEMBER wishes to use has already been selected by another MEMBER, the MEMBER will be asked to choose another Nickname/Username.

3.8. The legal and criminal responsibility of the MEMBERS for all transactions and actions they make while using ShareupX, including the private messages they make among themselves through ShareupX, belongs to them. The OPERATOR is not responsible in any way for the messages sent by the MEMBERS to each other. For this reason, the OPERATOR reserves the right of recourse to the MEMBER against any damages that may be incurred.

3.9. The MEMBER may not make or transmit any information, software or other material that violates the privacy right or intellectual property rights of another MEMBER or a third party, that is protected by copyrights, trademark rights or other property rights, or adapted from materials that fall into these described classes, without the permission of the owner or the person holding the rights. In such a case, although the OPERATOR does not have any responsibility, the OPERATOR reserves the right of recourse to the MEMBER for any damages that may be incurred.

3.10. Since Approved MEMBERS are approved IDs, the number of characters they can use when sharing will differ from e-mail approved MEMBERS. While the number of characters that Approved MEMBERS can use under a single Share is 500 (five hundred), the number of characters that other users can use under a single Share is 280 (two hundred and eighty). The OPERATOR has the right to change and modify these features at any time.

3.11. The membership account should not contain any data that is contrary to legal regulations. It is forbidden to impersonate someone else, to use a name, trade name, brand, image or photograph belonging to any individual/legal entity without permission, or to create a provocative, offensive Nickname/User Name, and to transfer this Agreement or membership to third parties without the permission of the OPERATOR. In the event that the MEMBER engages in transactions or actions contrary to those listed within the scope of the article, they agree that the MEMBER will be solely responsible for the legal or penal consequences arising from these transactions, actions or Shares, without prejudice to the rights of the OPERATOR arising from the law and this Agreement, and that such Shares may be deleted or removed by the OPERATOR or their membership may be suspended or canceled. The OPERATOR may transfer this Agreement to third parties without the need for any permission.

3.12. The MEMBER undertakes not to collect the information of other MEMBERS, not to upload viruses or other malicious codes, not to enter the ShareupX system in any way with reverse engineering or similar applications, and not to damage it, without prior permission, by using or not using automatic tools (address collection bots, robots, spiders, scrapers, etc.).

3.13. The MEMBER is obliged to provide accurate and complete information for the membership account and to keep this information up-to-date.

3.14. The parties accept, declare and undertake that in disputes that may arise from this Agreement, the OPERATOR records (e-mail correspondence, internet traffic information and access records [log] and the like) will constitute valid, binding and conclusive evidence within the meaning of Article 193 of the Code of Civil Procedure No. 6100 and that this article is in the nature of an Evidence Agreement

3.15. The MEMBER may, if he/she wishes, grant permission for Commercial Electronic Messages to receive information about general and special campaigns, advantages, product service promotions, advertising, market research surveys and other customer satisfaction applications carried out by the OPERATOR. In this case, the OPERATOR will be able to send commercial electronic messages to the mobile phone number and e-mail address provided by the MEMBER while subscribing to ShareupX.

The MEMBER may refuse to receive Commercial Electronic Messages without giving any reason at any time, in which case it invalidates the approval of the communication channel through which the notification is made. The OPERATOR stops sending commercial electronic messages to the recipient within three business days following the receipt of the rejection request for the Commercial Electronic Message. It is possible for the Member to remove the approval through the Message Management System ("IYS") or from the settings menu within the Application in order to stop receiving Commercial Electronic Messages.

3.16. The MEMBER acknowledges and agrees that it is strictly forbidden to rent access to the membership account, to rent, lend, sell or convert the account into money in any way.

4. RIGHTS AND OBLIGATIONS OF THE OPERATOR

4.1. The MEMBER's Shares on the Platform, shares, pictures, texts, etc. in the Profile section or in any area may be deleted by the OPERATOR or moved under another subject heading without giving any reason, if deemed necessary. In addition, in case of violation of the Platform rules mentioned in the Agreement, the membership may be temporarily or indefinitely closed. If the MEMBER thinks that his/her account has been closed for an unfair reason, he/ **she** may send his/her objections to his/her bilgi@ddsteknoloji.com.tr address by e-mail, but the OPERATOR is not bound by these objections.

4.2. The OPERATOR is not obliged to check or investigate the accuracy and legality of the MEMBERS' Content.

4.3. The OPERATOR will also be able to use the MEMBER information and usage information for segmentation and aggregated statistical analysis processes, provided that they are anonymized, and will be able to share them with third parties within the scope of the collaborations to which it will be a party.

4.4. The OPERATOR is not responsible in any way for the Content produced and published by its MEMBERS in accordance with the relevant legislation. However, it is obliged to control a content that is reported in accordance with the procedures stipulated by the relevant legislation and is thought to be unlawful and to remove that content within its technical possibilities.

The OPERATOR has provided all kinds of technical infrastructure to the MEMBERS through the communication channels it provides for the notification of unlawful Content within the scope of the relevant legislation. The OPERATOR shall respond to the requests of persons claiming that their personal rights have been violated within 24 hours at the latest from the receipt of the relevant news.

4.5. It is the responsibility of the MEMBERS to properly notify the unlawful content through the communication channels provided by the OPERATOR. In this context, the MEMBER is under the obligation to inform the OPERATOR by providing the OPERATOR with the full address (URL) of the publication that caused the violation of his right, an explanation of the aspects of the violation of his right and information to prove his identity information. The OPERATOR shall not be liable if this right is not exercised appropriately in any way whatsoever (it is not clear which content caused the infringement in question, the message does not reach the OPERATOR for reasons arising from the user, etc.). In addition, since the OPERATOR has provided all kinds of technical infrastructure to the users through the communication channels it provides for the exercise of the right to be informed of the unlawful Content, it reserves all kinds of rights in cases of being informed through a subpoena or blocking access to the unlawful content without notifying the OPERATOR.

4.6. The OPERATOR does not control the Content and private messages created by the MEMBER in any way. However, in case of violation of the personal rights of 3rd parties and institutions and other rights protected by the Constitution and laws of the Republic of Turkey and International Agreements; sharing Content that violates copyrights, contains obscenity, pornography, child abuse, insults, profanity, violence/hate speech, humiliating

expressions, is an attack on honor and dignity, contains harmful/dangerous acts and/or encourages/encourages them to do so, violates someone else's personal data and/or intellectual rights, does not protect minors; Adoption of all kinds of terrorist acts that aim to change the characteristics of the republic, political, legal, social, secular and economic order specified in the Constitution of the Republic of Turkey, to disrupt the indivisible integrity of the state with its country and nation, to endanger the existence of the Republic of Turkey and the republic, to weaken or destroy or seize the state authority, to destroy fundamental rights and freedoms, to disrupt the internal and external security of the state, public order or general health, sharing Content that encourages or encourages the promotion and redirection; sharing Content that publicly incites a segment of the public with different characteristics in terms of social class, race, religion, sect or region to hatred and hostility against another segment, thus causing a clear and imminent danger to public security; mass communication to the extent that it disturbs individuals and communities; harassment of individuals and communities verbally, with images or video content; transmit viruses or transmit any material that contains any other computer code or software or hardware designed to intercept, limit or destroy ShareupX in order to interfere with the efficient operation of ShareupX; In addition, if it is understood that the OPERATOR services and services are used in a way that exceeds its purpose, the OPERATOR has the right to immediately stop the services, remove the relevant Content and suspend or cancel the membership. In line with requests from courts, prosecutors' offices or relevant authorities within the scope of its legal obligations, the OPERATOR may share the requested information and documents, including the unlawful Content or the information of the code owner.

4.7. There may be interruptions in the communication between ShareupX and the MEMBERS and the MEMBERS themselves due to technical problems such as any error, negligence, interruption, deletion, corruption, delay in transmission or communication network failure, whether caused by ShareupX or not. The OPERATOR cannot be held responsible for any problems that may arise due to these interruptions.

4.8. The OPERATOR shall make reasonable efforts to ensure the uninterrupted and error-free operation of ShareupX. However, in cases such as technical failures, malfunctions, system maintenance, contingencies and force majeure that may occur in internet access systems, the OPERATOR services may also be affected in connection. In such cases or if it deems necessary, the OPERATOR may temporarily suspend or completely stop the services and the application without giving any reason. In this context, the OPERATOR does not give any explicit or implicit guarantees, including suitability for a particular purpose, uninterrupted continuity, updating, functionality, accuracy, error-free. The OPERATOR has no responsibility to the MEMBER for the temporary suspension or complete suspension of ShareupX.

4.9. Private messages between MEMBERS can only be read by the relevant parties. The OPERATOR and the persons and organizations with whom it cooperates are not responsible in any way for any damages, losses, profits, income, loss of data or other financial/moral losses that may be incurred by the MEMBER through these private messages or through the sharing of private messages and messages without the consent of the parties, or for the resulting special and/or indirect damages, administrative/judicial fines and/or pecuniary/moral damages.

4.10. The OPERATOR may share the information and/or documents requested in accordance with the provisions of the legislation in the event that information and/or documents regarding the MEMBER and/or Content and/or Sharing and/or private messages are requested by the relevant

Institutions/Organizations within the scope of a request arising from the authorization granted to the Official Institutions/Organizations of the Republic of Turkey or within the scope of an investigation or investigation carried out by the competent administrative and/or judicial authorities.

4.11. It is possible to log in to crypto wallet accounts with your existing ShareupX account. If you want to take advantage of this service, your crypto wallet account will be paired with your ShareupX account. It also offers a peer-to-peer web3 service that helps MEMBERS mint and directly interact with NFTs available on their blockchains. MEMBERS who want to use this service must approve the relevant user agreement.

All responsibility for NFTs to be produced using crypto wallet accounts belongs to the MEMBER, and ShareupX has no internal or responsibility for the use, purchase, sale, holding and/or displaying in crypto wallet accounts and/or similar works and copyrights of the NFT, including but not limited to ShareupX or any other environment.

The information used in the matching process is not stored by ShareupX in any way and cannot be intercepted. Account matching takes place with Blockchain infrastructure. As a ShareupX Social Media Platform, it is never a wallet provider, exchange, broker, financial institution, or creditor. In case of use of this service, ShareupX does not give any assurance and assumes no responsibility.

5. INTELLECTUAL AND INDUSTRIAL RIGHTS

5.1. The owner of the software, design, visual and other copyrights and all other intellectual industrial rights of all services, domain names, software codes, interfaces, product reviews, videos, algorithms, drawings, models, designs, services provided are the OPERATOR and its group companies. copying, reproduction and dissemination of the services and the pages linked to them by the OPERATOR, as well as reverse engineering It is not allowed to be subjected to transactions.

5.2. In order for the Content provided by the MEMBERS to be shared by other MEMBERS, the Content in question must be shared by quoting. In the event that the MEMBERS share the Content of other MEMBERS or other legal/real persons as if they belong to them, without citing the source from either the Platform or any other social media channel, the OPERATOR does not have any responsibility, especially the Law No. 5846 on Intellectual and Artistic Works ("FSEK").

5.3. The MEMBER guarantees and undertakes that it will not violate any intellectual or industrial rights of third parties, including but not limited to patents, utility models, industrial designs, trademarks, know-how, trade secrets and/or rights (financial and moral rights) arising from FSEK.

5.4. The MEMBER declares that he/she is the original creator of all kinds of elements of the Sharing and their Contents, which may be subject to all kinds of intellectual and industrial rights, or that he/she has obtained all necessary intellectual and industrial property rights, or that he/she has obtained all necessary permissions from the Third Party and/or other persons who are the right holders in accordance with the FSEK No. 5846, and that he/she has the financial rights (processing, reproduction, dissemination, representation and also the right to transmit to the public by means of sign, sound and/or

image transmission) and moral rights (public offering, naming, prohibition of changes and rights against financial and possession) accepts, declares and undertakes that it has duly received the authority and that the OPERATOR has no responsibility in this context.

The MEMBER has granted a license in the form of a simple license to be used by third parties in the Republic of Turkey and in all countries of the world, without limitation of place, time and number regarding the use of its financial rights (the right to process, reproduce, disseminate, transmit to the public by means of sign, sound and/or image transmission) within the scope of the provisions of the FSEK on the Sharing, which may be subject to all kinds of intellectual and industrial rights.

5.5. All elements of ShareupX, including but not limited to design, text, images, html code and other codes, belong to the OPERATOR and its group companies. MEMBERS may not sell, share, distribute, exhibit ShareupX services and works subject to ShareupX copyrights, or allow anyone else to access or use ShareupX.

5.6. ShareupX reserves all rights to its copyrighted works, trademarks, logos, commercial appearances or all assets, real and personal rights, commercial information and know-how, including any material and intellectual property rights it owns through ShareupX.

5.7. In the event that the MEMBER sends suggestions or feedback to the OPERATOR regarding the Platform services, the MEMBER accepts and declares that the OPERATOR may use and share these feedbacks for any purpose without paying any price (but is not obliged to do so).

6. PLATFORM RULES

6.1. MEMBERS are advised to open the topics under the headings they belong to while using the Platform. Otherwise, the OPERATOR may remove the Share that creates sharing pollution or warn the MEMBER about it. The OPERATOR may suspend or cancel the membership of the MEMBER who has received more than 3 (three) warnings for sharing under the subject heading to which he does not belong.

6.2. The rules regarding restrictions on rights can be changed by the OPERATOR. Changes to this scope may be added to the Agreement in the future. In this case, the conditions for the amendment of the Agreement shall apply.

6.3. On ShareupX, messages that are insulting, sarcastic, belittling of others, disrespectful to admins (ShareupX administrators) or MEMBERS, obscene, vulgar, slanderous, hateful, threatening, intended to cause unrest, spoilers about publications, sharing that reveals the identity of other MEMBERS, pornographic or sexual elements, copy software, warez, crack, nocrack, password cracking, the laws of the Republic of Turkey, international laws, regulations or agreements, our country It is forbidden to commit acts that are contrary to their interests, personal rights or general social moral rules, support religion, language, race, gender and similar discriminations, contain bullying, attack the fundamental rights and freedoms protected in the Constitution of the Republic of Turkey, or are prohibited by the Turkish Penal Code and all other legislation, and are specified as crimes or torts. The IP

address and entry date of each private message, Content or Sharing are recorded to be provided to the competent authorities when necessary. The MEMBER acknowledges that the OPERATOR has the authority to delete, move or lock any title at its own discretion. The MEMBER agrees that the Profile information and Content will be stored in the ShareupX database.

6.4. In order to identify the problems related to the ShareupX system and to solve the possible problems that may arise urgently, the OPERATOR may record the IP addresses of the MEMBERS when necessary and use these records for these purposes. The OPERATOR's traffic data (log) storage obligations specified within the scope of the relevant legislation are also reserved.

6.5. The ShareupX Social Media Application or ShareupX.com.tr may contain various links and banners related to other websites. The MEMBER should be careful when visiting and using these websites. The operators of these websites may collect various information about ShareupX MEMBERS and use this information for a different purpose than ShareupX would use. ShareupX is not responsible for the operations and privacy policies of these websites.

7. TERMINATION AND TERMINATION OF THE AGREEMENT

7.1. The MEMBER may suspend his/her membership for certain periods by clicking the "Suspend My Membership" button on the MEMBER account registered with ShareupX. In this case, the membership can be reactivated without time limit. The MEMBER can close his/her account/profile by clicking the "Delete My Membership" button in the Profile settings. Once the membership account is closed, it can be reactivated. The membership account, which is not activated within 90 days, will become completely closed so that it will not be possible to activate it again.

7.2. The OPERATOR may unilaterally terminate the Agreement in the event that the MEMBERS violate the relevant legislation, the provisions specified in the Agreement and/or similar rules regarding usage, membership and services within ShareupX.

7.3. The MEMBER accepts and declares that he/she is aware that ShareupX does not provide data storage services, that he/she cannot request a copy of any content in case of any termination of the Agreement, and that he/she cannot claim any rights from the OPERATOR due to his/her inability to access the relevant content.

8. PROTECTION OF PERSONAL DATA

The OPERATOR is obliged to comply with the provisions of the Law on the Protection of Personal Data No. 6698 and the regulations regarding the processing of personal data and other relevant legislation, and that it will comply with the European Union General Data Protection Regulation (GDPR) numbered 2016/679EU for users within the borders of the European Union who will use the application interface, in accordance with the provisions of these regulations; To ensure that all kinds of MEMBER information and personal data are Confidential Information, to keep this information and data private and confidential indefinitely during and after the contract, to consider it as a confidentiality obligation, not to use, process or transfer it in any way without approval, to warn all its employees about this issue and to take all technical and administrative measures in this direction at a minimum rate, to take all necessary measures to prevent disclosure to a third party and to show due care. accepts, declares and undertakes that it will be jointly

and severally liable for any damages that may occur due to the actions of all its affiliated/unaffiliated employees/business partners/consultants/subcontractors and related persons who access the information through it in violation of the scope of this article.

The OPERATOR will be able to process the personal data of the MEMBER in accordance with the specified purposes, limited to the scope and conditions specified within the scope and conditions specified within the scope of this Agreement.

The OPERATOR may obtain information about the use of ShareupX by the MEMBERS by using cookies, which are a technical communication file.

You can access [the Clarification Text, which contains details regarding the processing of your personal data](https://ShareupX.com/agreement/clarification_v2.pdf), from the https://ShareupX.com/agreement/clarification_v2.pdf link.

9. AUTHORITY

The competent court for any legal dispute that may arise between the OPERATOR and the MEMBER is **HATAY Courts and Enforcement Offices**. According to Article 32/1 of Law No. 5718, any subject matter of litigation that may arise between both parties will be subject to the laws of the Republic of Turkey. HATAY Courts and Enforcement Offices are authorized in the settlement of any dispute arising or may arise due **to the Agreement**.

10. CONTRACT AMENDMENTS

While the membership continues, the Agreement may be changed unilaterally by the OPERATOR without any prior notice to the users according to the evolving and changing conditions. In this case, the current version will be available to MEMBERS on ShareupX.com.tr and in the ShareupX Social Media Application. Therefore, it is recommended that the MEMBER review this Agreement each time he/she visits ShareupX. If you use ShareupX on and after the Agreement changes are made available, you will be deemed to have accepted those changes. If one of the terms of the Agreement becomes partially or completely invalid, the remainder of the Agreement will continue to apply.