

MAKREV WEBSITE TERMS OF USE

Thank you for your kind visit to our Web Site. As your use of this web site in any manner shall operate as an acceptance by you of the Terms and Conditions set out herein, please carefully read the Terms and Conditions in this document.

Words “**we**”, “**our**” and “**Makrev**” shall mean MAKREV MAKİNA MÜHENDİSLİK SAN. VE TİC. LTD. ŞTİ, or depending on the context, either of its subsidiaries when they are used at this web site. The word “**You**” shall mean those persons who have access to and/ or use this web site.

This Agreement (hereinafter referred to as the “**Agreement**”) is a formal contract made between you (the user of our website) and Makrev Makina Mühendisik San. ve Tic. Ltd. Şti. and evidencing the understanding of the Parties on the following matters.

Contact address: Selahaddin Eyyubi Mah. 1624 Sokak No:13 D:11 Esenyurt/ Istanbul/ Turkey

MERSIS : 0611025436800017

Re: Web Site Terms of Use

You hereby undertake that when you use Makrev’s web site which is currently operated at <http://www.makrev.com> (hereinafter referred to the “**Site**”) in Republic of Turkey, and as defined below, either of the services offered through this Site, you shall have accepted that you are a user of the Site and as long as you continue to make use of the Services offered hereunder in your such capacity, you will be bound by, and comply with, the terms of use governed herein.

Certain services offered at the Site may be subject to certain additional rules and you may be prompted to state during your access to the use of those services that you have also accepted these additional rules under said circumstances. These additional rules in question shall become effective as soon as you start to make use of the relevant service, and form an integral part hereof. Moreover, **Makrev** Confidentiality Policy is an integral part of this Agreement, and shall be applicable to the collection by us of your data that you provide **Makrev** with during your use of the Site and the rights of **Makrev** on these rights. For this reason, you are required to read the said Confidentiality Policy as well before you use the Site and start to make use of offered service.

IF YOU DO NOT ACCEPT TO BE BOUND BY THIS AGREEMENT AND THE CONFIDENTIALITY POLICY, WHICH FORMS AN INTEGRAL PART HEREOF, PLEASE DO NOT USE THE SITE AND SERVICES OFFERED HEREIN.

Makrev reserves its right to change services provided by it, to offer new services and/ or to remove existing ones, and this Agreement shall remain applicable to all added, changed and/ or removed services.

This Agreement and the Confidentiality Policy, an integral part hereof, may be unilaterally changed by **Makrev** at all times with or without any prior notice. In the case of such a change, the then amended current versions of this Agreement and the Confidentiality Policy, an integral part hereof, shall be posted at the home page of the Site and become effective upon its publication. If you continue to use this Web Site and to make use of the Services offered hereunder following the publication of changes, this shall operate as an acknowledgment on your part of the said changes and you will remain bound by them. Please confirm the last update of this Agreement and the Confidentiality Policy, an integral part hereof, by checking the bottom of the relevant texts. The latest date of change shall be given by **Makrev** at the bottom of this Agreement and the Confidentiality Policy, an integral part hereof. Therefore, you must regularly check this Agreement and Confidentiality Policy over the Site to remain updated about the current texts.

USE OF THE SITE AND SERVICES

Site users and users who provide us with their data to make use of the services offered over the Site agree and undertake the following:

Password and Security: You are required to provide us with your contact details in order to make use of certain services at the Site, and it is the user's responsibility to ensure the confidentiality of your contact data and other data. It is particularly important for your data security that you should not disclose your e-mail password to third parties and choose a strong password. Also for this purpose, it will be required to log off your session following every time you use the Site.

The following may not be determined for data that shall be provided to us at the Web Site:

- A third party name, surname or other personal data to substitute that third party;
- A right of any third party and/ or data in respect of that right;

- Any data, notes and posts that are unlawful, legitimate and/ or likely to disturb a third party or that disclose the personal data of that third party in question and is likely to act in breach of the personal data security of data subjects

If personal data of a third party is disclosed without his permission, the user who has published the said post shall be liable for all losses that Makrev and/ or third parties may sustain.

Users who use shared computer agree and undertake to log off their e-mail user accounts that they use to contact us after they finish the use of the computer but before they leave the Site.

On the other hand, if you believe that the security of your e-mail account is compromised and/ or you have suspicions that your log-in data such as your passwords or our correspondence with you is intercepted by third parties, you are required to promptly inform **Makrev** about it.

Your notice about unauthorized access alone shall not be sufficient to prompt **Makrev** to take a measure, and you shall be responsible for the entire risk that may arise from the unauthorized use of your account. Site users agree and undertake that **Makrev** shall be in no event liable for any loss that may arise as a result of their actions in breach of this article and/ or the use of their personal data against their will upon the access by third parties to their passwords or personal data.

Geographical Limitations: The Site and services offered hereunder are designed for use in the territory of Turkish Republic. Users agree and undertake to comply with this Agreement and all local, national and international laws and regulations. If prohibited, it is not possible to make use of the Site and services offered hereunder, Users should not use the Site and the services unless they are allowed to use them in their respective jurisdictions.

Registered Data: The entire liability regarding the following shall be solely borne by the users.

- Information and content offered to the user at the Site,
- Any data that the User may publish, transfer, send or otherwise make available for access during the use of the Services (hereinafter referred to “Posted Data”)

Notice of Breaches: If this Agreement is breached by all third parties, including registered users, you are required to inform **Makrev** without undue delay.

Restriction of Use of the Site and Services: While it shall be at the sole discretion of **Makrev**, **Makrev** may prohibit any activity that according to its opinion is inappropriate and/ or constitutes an unlawful action or that may be banned for this Web Site under the applicable laws.

A user agrees and undertakes that where it transfers contents and data or commits similar activities in matters, including but not limited to the following, they shall hold Makrev harmless from any liability and Makrev shall have no liability whatsoever in connection with these activities:

- Third party personal data which is used without consent;
- There shall be no access to the Site over or from services/ programs that contain viruses, time bombs, Trojan horses, cancelboats (these are programs or bots that operate on an Internet server and that automatically send spam messages to groups in Internet), worms and other malicious or damaged codes, combinations or devices;
- Any data and contents that use scripts, bots or other automated technologies for access to the Site and services;
- Any data and contents that use the Site and services to send chain e-mails, unnecessary and anonymous e-mails;
- Links that are somehow connected to activities such as spam, spim (SPAM type used in IM services), phishing, trolling (trying to lure users to a specific web site online);
- Any data or content that act in breach of or contain without limitation copyright and trade marks, trade secrets, patents and other intellectual rights or that use copyrighted contents or trade marks of third parties without obtaining their appropriate consent or use third party details by violating the confidentiality obligation (regardless of whether they are protected as trade secrets);
- To spread or send any worm, virus or other malicious, destructive or damaging codes or programs;
- Any data and content that is in breach of applicable legislation without regard to whether or not it is intentional (this legislation means the law applicable to this Agreement and the legislation applicable to the place where service provider or computer of a user is based and the law of the jurisdiction where individuals whose personal data are disclosed);
- A user who imitates Internet Protocol (IP) headings or otherwise modifies identifying details to hide his ID data;
- Misleading, fake or incomplete data and contents submitted to **Makrev**, including job applications;

- Any information or content that blocks or disrupts the Site, its services, service providers or Internet networks to which the Web Site is connected, or that is in breach of any requirement, contract or regulation of an Internet network to which the Site is connected;
- Contents that collect and pool data about other users;
- Any information and content that allows participation in any activity that violates the privacy of third parties, including but not limited to, collection and distribution of data of other Internet users except for any circumstance that may be permitted under the applicable law;
- To upload or post any virus-containing software or computer code or file to **Makrev** servers or network, or any program that is intended to block, destroys or limit the operational functions of a software, hardware or communication means of any computer;
- To use this Web Site to insult or defame **Makrev** employees or other parties or to commit any other act that would be damaging to **Makrev**'s reputation;
- To send or transfer any material that is in breach of the system or network integrity of **Makrev** or a third party or that is insulting, pornographic, threatening, offensive or otherwise not allowed by the law or that, in our opinion, causes damage or inconvenience to this Web site, including but not limited to the ones above

It is the user's responsibility to compensate any losses that may arise from the violation of this Article, and losses sustained by **Makrev**, its business partners or managers, administrators, employees or third parties shall be compensated fully and completely, This liability of users is a definite one.

No False Information: Users agree and undertake not to provide **Makrev** with false, misleading or fabricated data. If any information received by **Makrev** subsequently becomes fake, misleading or untrue, this change shall be immediately notified to **Makrev**.

Single Profile complying with the Rule of Honesty: A user willing to make use of the services offered at the Site may simultaneously submit one single application. There may not be multiple applications that would be erroneous and misleading.

No harassment to Makrev Employees and Representatives: Users agree and undertake that they shall not harass **Makrev** employees and representatives appointed for services offered to **Makrev** nor shall they commit any act that is disturbing, hectoring or threatening them.

Legal and Legitimate Disclosure: Users agree and represent that any data transferred by them may be disclosed by **Makrev** unilaterally and without the need for any permission if allowed by the applicable legislation:

- To fulfil requirements to comply with the laws and to enforce applicable laws and legal procedures;
- To protect rights and property rights of **Makrev** and third parties;
- To ensure the health and/ or security of a person (including a user) in case he is threatened to be inflicted with a loss or suffer a violent act;
- Where conditions for processing as set out in Subparagraph 2 of Article 5 of the Personal Data Protection Law and in Subparagraph 3 of Article 6

Exemption from Guarantee: We may not be held liable if any data available at this Web Site is not true or complete although we shall try all reasonable efforts to ensure that such data shall be true and complete. You shall be responsible for your reliance on the materials at this web site. You acknowledge that you shall be responsible to monitor any change to these Materials or such Data available at this Web Site. This section shall be applicable in the broadest extent permitted by the applicable law. **Makrev** offers the services in “as is” and “applicable” basis, and it shall not be under any liability whatsoever as it does not make any express or implied guarantee against violations or in respect of commercial or individual usage of the web site or services hereunder (including any available data) on a contractual or other basis. **Makrev** shall not be under any liability as it makes no guarantee regarding the connection or access to services.

Moreover, any opinion, offer, statement or other data and content that is not directly made available by **Makrev** but is accessible over services shall fully belong to its publisher and no claim may be asserted against **Makrev** in respect of them. Any publisher of these contents and data shall bear the entire responsibility in respect of them.

Makrev and its contractual parties may use various methods to verify the data provided by users. Notwithstanding the foregoing, neither of these methods is excellent, and users agree and represent that **Makrev** and its contractual parties shall not be liable to inquire if such data are erroneous.

Trial Functions: **Makrev** may from time to time try the experience that its users make use of the services by means of new “beta” versions and functions. These releases and functions are only intended for experience enhancement and are in no event promised, and **Makrev** may unilaterally modify or cancel them at all times. The provisions hereof under Article “Disclaimer from Warranty” shall be fully applicable and in place for these beta versions and functions.

No Liability for Actions not committed by Makrev: To the broadest extent applicable by the legislation, **Makrev** shall be in no event liable for direct or indirect general, special, recurring or

compensatory loss that may arise from users and/ or other persons that make use of the services. This provision shall also be applicable to any claims of liability that may be asserted for objections, losses and damages arising from acts of users who have registered by submitting misstatements and/ or are intended to manipulate or cause harm to other users.

Transfer: It shall be acknowledged that any non-personal correspondence or other material such as data, questions, comments or suggestions that you may transfer to this Web Site via electronic mail or otherwise shall not be confidential and registered.

Any material that you transfer or publish shall become the property of **Makrev** and may be used for any purpose including but not limited to reproduction, publication, transfer, broadcast or otherwise. Moreover, **Makrev** shall be free to use any ideas, graphical artworks, invention, development, suggestion or concept (including but not limited to product and service enhancement, generation, advertisement and marketing) that may be contained in any correspondence that you sent to this Web Site. The use of such materials shall not give any right to the submitting party to claim a compensation. You hereby guarantee that you are the owner of materials/ contents that you present by sending data, that they are not in the form of a libel and that their use by **Makrev** shall not violate the rights of any third party nor shall cause any breach of the applicable law. **Makrev** shall not be obliged to use any data sent this way.

Intellectual Property Rights: All copy rights, trade marks and other intellectual property rights in all texts, pictures and other materials posted at this Web Site shall be the property of **Makrev** and are posted here upon the consent by their relevant owners.

You may browse around this Web Site or may reproduce materials hereof by way of printing or saving them in a hard disc or transferring them to third parties strictly subject to no infringement of any copyright or patent notice and on the condition that the following trade mark shall appear on this kind of reproductions. Nothing reproduced from this Web Site may be sold or distributed for commercial earnings nor may they be modified or otherwise involved or included in any study, publication or web site.

® Makrev is a registered trade mark and all its rights are reserved.

Trade marks, logos, characters and service marks displayed at this Web Site (collectively, “Trade Marks”) are the property of **Makrev**. Nothing posted at this Web Site may be construed as if vesting a license in or utilization right of a Trade Mark displayed herein. You are strictly forbidden to use any Trade Mark or any other content displayed at the Site in circumstances other than the ones described

herein, and in any event, to abuse or misuse them. Moreover, it is hereby clearly represented that **Makrev** shall protect and defend its intellectual property rights in civil and criminal terms and to the extent permitted by the law where required and that it shall take all legally possible and valid measures for such protection.

No use of Confidential Information: Users agree and undertake that they shall not publish, copy, transfer, disclose, publicize or make any derivative work from, promulgate, commercialize and/ or reproduce the following unless previously permitted by **Makrev** or the owner of such data:

- Third party personal data
- Confidential Information
- Any copyrighted content, trade mark or proprietary data that may be derived by means of services

Links to other web sites: Links to third party web sites which are not owned by **Makrev** including but not limited to the web sites of advertisers may be provided in the web site and in this case **Makrev** shall assume no liability for the contents of those other web sites, accuracy of data posted with them or their functions. Links are provided in good faith and **Makrev** may not be held liable for any subsequent change to other web sites hyperlinked from our web site. A link to other web sites shall not mean an endorsement by **Makrev** of these other web sites. You shall be fully responsible for any participation in advertisements or with lotteries or promotions organized by sponsors for which links are provided, or your individual or commercial relations with these web sites (including all personal data provided to these advertisers and sponsors at your sole discretion, including delivery and payment of these services or products, or any rules, conditions and contractual statements that you promise to obey). User agrees and undertakes that **Makrev** shall in no event be liable for any loss or aggrievement that may arise from this kind of relations, data disclosure to advertisers and sponsors or the provision of link to these persons in the Site. We recommend you to get familiar with and carefully read all legal and confidentiality notices available at all other Internet sites that you visit.

Guarantees and Waiver: You may use this Web Site provided that you will be responsible for such use. This Web Site is made available to you on an “as is” and “as long as it exists” basis. Therefore, **Makrev** does not make any express, implied, legal or other guarantee (including implied guarantees for availability for use for commercial purposes or satisfactory features or fitness for a specific purpose) that materials at this Site shall be complete, correct, reliable, current and do not infringe the rights of third parties; that access to this Site shall be free of error or uninterrupted, and any such guarantee or representation is disclaimed here.

Please note that certain jurisdictions may not allow the exclusion of implied guarantees and therefore this exclusion may not be applicable to you. Please check local laws. In such circumstances, the limitation of liability to the maximum extent permitted by the local legislation shall be applicable.

Liability: **Makrev** and/ or any other party that is involved in the creation, production or distribution of this Web Site shall not accept any liability or responsibility for any direct, consequential, indirect or punitive damage, cost, loss or compensation arising from your access to this Web Site, your use of, or refusal to use, the Site, changes to the contents of the Web Site or any other web site that you may have access to by means of a link posted at this Site or any action or omission by us as a result of electronic mail messages sent by you to us.

Moreover, **Makrev** shall be in no event liable for any losses that may be attributable to viruses, which may infect your computer or any other property of yours due to your access to, or use or download of, any content at this Web Site. If you decide to download any material from this Web Site, you shall be responsible for it.

To the extent permitted by the applicable law, you hereby expressly waive all your rights that may arise from your use of, or your access to, the Web Site.

Makrev reserves its right to restrict, suspend or terminate your access to this Site, any feature or part of it at any time and without any prior notice.

Makrev and/ or any other party that is involved in the creation, production or distribution of this Web Site is not under the obligation to maintain, or proceed with any modification, update or release of version in connection with, any material or services provided hereunder. All kinds of materials provided at the Site may be modified without a prior notice.

Jurisdiction and Applicable Law: **Makrev** does not make any representation that materials and information available at this Site shall be in conformity with or available in all national laws or languages.

You and **Makrev** hereby agree that Turkish law shall be applicable to all disputes or litigations that may arise from or is connected with the use of this Web Site.

Communication and Confidentiality: In order to inform users about service changes or special offers and to communicate them for service-related matters, **Makrev** may send e-mails to user e-mail

addresses or call phone numbers provided by users upon their consent. If a user does not wish to be contacted over any e-mail, telephone or any other commercial communication channel permitted upon the user consent as described above, then the user may change his preferences as described in the Confidentiality Policy.

Effectiveness and Termination of the Agreement: This Agreement shall automatically become effective as soon as users start to use the Site or services, and shall remain in force unless such use is terminated. **Makrev** reserves its right to immediately suspend or terminate the access by its users to services without any prior notice and with or without any reason. Moreover **Makrev** reserves its right to delete account details or data of its users from services or all other archives at its sole discretion.

Cancellation of Applications at any time: Users may request that their service-related registrations and/ or posts in connection with membership registration, job application, any request or expression of opinion and view as well as any data provided by them in relation thereto should be revised or terminated at any time. Users may contact us for their such demands by sending e-mails to makrev@makrev.com.

In order to fulfil your such request, our IT Department staff may ask you to verify your ID data and other details, including your personal ID details, before they take any action in respect of your request.

Severability: Users agree and undertake that if certain provisions of this Agreement are declared invalid by competent authorities, such provisions shall be replaced by other provisions that best suit the wishes of the Parties and that allow the exclusion of any party's liability to the minimum extent and that the validity of remaining provisions hereof shall not be prejudiced.

Entire Agreement: This Agreement is the main agreement made between users and **Makrev**, governing the usage by users of the Site and the services hereunder and it hereby supersedes any other agreement that may have been made in the past for the purposes herein.

No cooperation: Users agree and represent that no cooperation relation, partnership, business or agency relation between them and **Makrev** shall have been established from the use of this Agreement and the use of the Site and services hereunder.

Surviving Rights: Unless otherwise is clearly accepted, the termination of the access by users to the services shall take place in line with the terms hereof.

No waiver: Failure by **Makrev** of its rights or powers hereunder shall not operate as a waiver from such rights and powers.

Headings: Headings used in this Agreement are only for purposes of reference to the contents hereof and shall be in no event have any contractual or legal effect.

Force Major Events: **Makrev** shall have the right to terminate or suspend its services offered at this Web Site due to events or circumstances that are beyond its own control, including but not limited to, force major events, government actions (cancellation or disclaimer of any necessary license), state of war, riot, destruction of network tools and providers and any other similar cause, and Makrev shall not be liable for any loss arising therefrom.

Updated On:

This Agreement was updated on 15 October 2020.