



**UPT**

**INDIVIDUAL**

**FRAMEWORK**

**AGREEMENT**

**0850 724 08 78**

**BY ACKNOWLEDGING HEREOF, YOU HEREBY DECLARE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS HEREIN BELOW, AND THAT YOU AGREE WITH THE SCOPE THEREOF, AND ALSO THAT THE AGREEMENT SHALL BE BINDING.**

**YOU CAN CONTACT OUR CONTACT CENTER BY DIALING 0850-724 08 78 IF AND WHEN YOU HAVE AN INQUIRY OR COMPLAINT CONTRARY TO THE PROVISIONS HEREUNDER.**

### **UPT FRAMEWORK SERVICE AGREEMENT**

The following provisions are set out as per the Law Nr. 6493 on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions, as promulgated on the Official Journal, dated 27.06.2013 and bearing the issue number 28690 thereon, as well as the applicable Regulation thereto.

#### **1. PARTIES**

This Agreement (the "Agreement") is hereby executed by and between UPT ODEME HIZMETLERI ANONIM SIRKETI, residing at Maltepe Mh. Cebe Ali Bey Sk. No:7/2 Zeytinburnu Istanbul (shall hereinafter be referred to as "UPT A.S."), and the person, who agrees with the terms and conditions for becoming an UPT client and uses the UPT Service (shall hereinafter be referred to as the "Client") (collectively to be referred as the "Parties").

#### **2. SCOPE**

The Client hereby acknowledges, represents and warrants that s/he shall be subject to and be governed by and act in compliance with the provisions hereunder while s/he makes use of the UPT Services. The Client shall be entitled to access this Agreement through the UPT Website.

#### **3. DEFINITIONS**

<b>Trade Name</b>	:	UPT ODEME HIZMETLERI ANONIM SIRKETI
<b>Principal Office Address</b>	:	Maltepe Mh. Cebe Ali Bey Sk. No:7/2 Zeytinburnu Istanbul
<b>Trade Register Office-Registration Number-Mersis (Central Registration System) Number</b>	:	Istanbul Trade Register Office, 936777 -0893028299000011
<b>UPT Website</b>	:	www.upt.com.tr
<b>E-mail Address</b>	:	UPTinfo@upt.com.tr
<b>UPT</b>	:	Universal Payment Transfer
<b>UPT Application</b>	:	The platform that enables any UPT client to send money, either domestically or internationally, to an account, name, card, IBAN and to open an UPT Payment Account
<b>UPT Payment Account</b>	:	The account which is opened in the name of an UPT client and which is used for execution of a Payment Transaction
<b>Payment Instrument</b>	:	Any card, mobile phone, password and such other personal instrument which is agreed by and between the payment service provider and its Client, and which is used for placing a Payment Order by the Payment Service User
<b>Payment Order</b>	:	The order, placed to the payment service provider by the Payment Service User for the purpose of execution of a Payment Transaction
<b>Payment Service User</b>	:	Any real or legal person client who/which benefits from a certain payment service by acting in the capacity of remitter, beneficiary or both
<b>Payment Transaction</b>	:	The activity of depositing, transferring or withdrawing funds that is performed as based on the order of the remitter or the beneficiary
<b>Service</b>	:	Any Payment Order, placed through the UPT platform, and any payment transaction executed, accordingly
<b>UPT Service Points</b>	:	The contracted agents whereby the UPT Service is provided, or the own offices of UPT A.S.
<b>UPT WEB Application</b>	:	The platform, which is integrated with the UPT application and which enables to send money, either domestically or internationally, to any account, name, card, IBAN by opening a UPT Payment Account upon becoming a member through the UPT Website
<b>UPT SMS Code</b>	:	The designation given for the entire of the verification messages sent with the "UPT" header
<b>Beneficiary</b>	:	Any real or legal person to whose name any money is sent or payment is made by making use of the UPT Service
<b>SMS</b>	:	Any written message, sent to the GSM subscribers at the other operators with which the respective operator has executed an interconnection agreement
<b>BRSA</b>	:	the Banking Regulation and Supervision Agency
<b>MASAK</b>	:	the Financial Crimes Investigation Board

#### **4. UPT PAYMENT ACCOUNT (Provided only in Turkey)**

- The documents required for opening a UPT Payment Account must be submitted by the client.
- In respect of opening of the UPT Account, the Client must have deposited the minimum amount for opening an account, as determined by UPT A.S.
- The amount, which may be maintained in the UPT Account during a year, shall be determined by UPT Odeme Hizmetleri A.S., and any Client, who/which wishes to keep any money in excess of such amount in the account, shall be obliged to submit the documentation and papers to be requested by UPT Odeme Hizmetleri A.S.
- An account maintenance fee may be collected by UPT Odeme Hizmetleri A.S. for any account with no activity for a period of 3 months. The amounts of such fees shall be announced on the [www.upt.com.tr](http://www.upt.com.tr) website.

## 5. THE TRANSACTIONS THAT MAY BE PERFORMED THROUGH UPT

- Money transfer transactions, either domestically or internationally, to any account, card or IBAN,
- Depositing cash to the UPT Payment Account, withdrawing cash from the UPT Payment Account, and any and all transactions as required for maintenance of the UPT Payment Account,
- Any payment transaction, for which the consent with respect to performance of the Payment Transaction is granted by the Client through the Internet banking, telephone banking, mobile banking or such other information or electronic communication device, and
- Any transaction whereby intermediation is provided for payment of the bills (the payments made in exchange for the services offered for satisfaction of the needs such as electricity, telephone, water, natural gas, etc.).

Such transactions are performed either in cash through the UPT Service Points or through the UPT Payment Account to be opened with UPT A.S. Any client may perform EFT transactions and also cash depositing transactions to the UPT Payment Account through the physical channels or their accounts held with a bank. The physical points of service whereby cash depositing opportunity is provided are detailed on the UPT Website.

Money can be loaded into the UPT Payment Account of UPT A.S. by EFT from the other bank accounts. The respective bank may collect some costs at the time of loading money to the UPT Payment Account through EFT. The EFT transaction limits applied by each bank may vary. The below given details should be used for the purpose of loading any amount of money to the UPT Account through EFT. For the purpose of loading any amount of balance to the UPT Payment Account, the EFT to card or account menu must be selected and the details must be entered as provided herein below, at the time of performance of an EFT from any bank.

Bank : Aktif Yatirim Bankasi A.S.  
Province : Istanbul  
Branch : 666-UPT Main Branch  
Card or Account Number : The 16-digit UPT Card or Account Number

## 6. DETAILS ABOUT THE PAYMENT SERVICE USER

For the purpose of effectuation of the payment transactions listed hereunder, the Client shall be asked to provide the beneficiary's name, surname and trade name, the Republic of Turkey ID Number (RTID), Republic of Turkey ID Number For Foreign Nationals (RTIDF), Tax ID Number (TID), account number (IBAN), the client ID number or the user code, the credit card number, the contact details (telephone number, e-mail address, etc.), the name of the bank, its branch or branch code/sort code of the beneficiary, the SWIFT code/address, the address details of the beneficiary, and also the purpose of the payment, and the clear and brief description of the respective goods or services, and any and all kinds of information and documentation with respect to the goods or service, if and when so requested by the respective Bank or the correspondent or the intermediary/negotiating or receiving banks, and also the subscriber/installation number in case of any bill payment, and the transaction amount, the currency details.

## 7. RECEIPT OF THE PAYMENT ORDER

Any transfer to any domestic account, IBAN or card shall be processed within the same day, if the transaction is performed until 16:30 in any business day, or within the immediate business day if the transaction is performed later than the foregoing or in any non-business day; and any transfer to any international account, IBAN shall be processed within the immediate business day following the date of the transaction, if such transaction is performed until 16:30 in any business day, or within the second business day if the transaction is performed later than the foregoing or in any non-business day; and any transfer to name shall be processed within the office hours of the same day.

## 8. THE EXCHANGE RATE TO BE USED FOR THE PAYMENTS

If and when the payment transaction is requested to be executed by making use of a different currency, the selling rate of exchange as applied by UPT A.S. on the date of performance of the respective transaction shall be taken as the basis. The selling rate of exchange applied by UPT A.S. shall be the foreign exchange rate applied for all of its clients by UPT. Any change to such foreign exchange rate shall be immediately reflected on the UPT transactions without serving any notice to the client for such purpose.

## 9. TERMS AND CONDITIONS REGARDING APPROVAL OF THE PAYMENT TRANSACTION BY THE PAYMENT SERVICE USER, AND/OR WITHDRAWAL OF SUCH APPROVAL

- Upon receipt of the order, given by the Client for execution of the Payment Transaction or upon grant of the approval by means of any remote means of communication, UPT A.S. shall be deemed to have been authorized for performance of such transaction.
- In the event that a method is agreed by and between the Client and UPT A.S., then the Client shall grant the approval as per such agreed method. Any Payment Transaction, which has not been approved in accordance with the agreed method, shall not be deemed to have been authorized.
- Unless it is executed by UPT A.S., the transaction may be withdrawn at any time by the Client following the authorization of UPT A.S. If and when the payment transaction is initiated by or through the beneficiary, the Client may not withdraw the Payment Order after s/he/it has forwarded the Payment Order to UPT A.S. or after s/he/it has granted the approval for execution of the Payment Transaction.

## 10. REJECTION OF THE PAYMENT ORDER

If and when its deems required, UPT A.S. may reject to execute any Payment Order given by the client. In such case, it shall notify the client of the reason of such rejection by making use of the client's recorded contact details until the end of the business day following the receipt of the Payment Order. In the event that a Payment Order is rejected by UPT A.S., then, in case the instruction with respect to the Payment Order is erroneous and/or imperfect, the Client shall be notified of the manner of correction of any error, which has led to such rejection, by making use of the Client's recorded contact details until the end of the business day following the receipt of such Payment Order.

## **11. PAYMENT ORDER COSTS**

The Payment Order costs are detailed on [www.upt.com.tr](http://www.upt.com.tr), the UPT Website.

## **12. PAYMENT ORDER EXPENDITURE LIMIT AMOUNTS**

The Client may find out the expenditure limit amounts with respect to any Payment Order, s/he/it has given, through [www.upt.com.tr](http://www.upt.com.tr).

## **13. UPT SERVICE POINTS**

UPT Service Points are detailed on [www.upt.com.tr](http://www.upt.com.tr), the UPT Website.

## **14. RIGHTS AND OBLIGATIONS IN RESPECT OF UNAUTHORIZED OR ERRONEOUSLY EXECUTED TRANSACTIONS**

The Client shall notify UPT A.S. of any Payment Transaction, which has not been authorized or which has been executed erroneously due to the reasons resulting from UPT A.S., immediately following the time s/he/it has become aware of such transaction and in any case no later than a period of thirteen months, and s/he/it may ask for the correction of such transaction, accordingly. Such request for correction shall in any case be forwarded no later than a period of thirteen months following the execution of the Payment Transaction.

The records of UPT A.S. and also the transaction details kept within the organization of UPT A.S. shall be taken as the basis for determining that whether the transaction has not been authorized or has been executed erroneously. In the event that it is determined that the transaction has not been authorized or that the transaction has been executed erroneously, then the amount with respect to the Payment Transaction shall be refunded to the Client.

In the event that s/he makes use of the Payment Instrument fraudulently, or that s/he fails to fulfill her/his obligations with respect to the secure use of the Payment Instrument, either deliberately or negligently, then, the Client shall be liable for the entire amount of any damage and/or loss that might arise from any unauthorized Payment Transaction.

In the event that s/he fails to take the necessary actions and measures regarding the use of the Payment Instrument, or s/he does not freeze the UPT Payment Account, or does not have the Payment Instrument blocked and suspended despite the fact that s/he has become aware that the Payment Instrument has been lost, stolen, or of any transaction which has been executed beyond her/his will, then the Client shall be liable for any damage and/or loss that might arise due to use of such Payment Instrument.

## **15. FAILURE TO EXECUTE THE PAYMENT TRANSACTION, OR ERRONEOUS EXECUTION OF THE PAYMENT TRANSACTION**

UPT A.S. shall neither be held liable for rejection of the Payment Transaction by the respective beneficiary, or any failure to execute such transaction timely due to any technical failure or malfunction which is not caused by UPT A.S., or such other similar reasons, or any failure to execute such transaction at all due to any erroneous or imperfect information provided by the Client, and/or any late receipt of the amount by the account of the respective beneficiary, nor assume any liability whatsoever for the fact that amount of any transaction is not processed by the correspondent bank, or that such amount is sequestered or seized, or not paid to the respective beneficiary due to the fact that the respective remitter or beneficiary is involved in the list of prohibited persons/countries, issued and announced by any domestic or international governmental agency, or that an injunction, which has been ordered and awarded by the competent authorities against the respective remitter or beneficiary, is enforced, or for any such other similar reasons.

The amount of any transaction, which is not received by the respective beneficiary or which is cancelled or refunded for any reason whatsoever, shall be refunded to the respective Client. The Client hereby acknowledges and represents that UPT A.S. shall collect a charge for any payment transaction which will have remained uncollected by the Client or which will have not been forwarded to the UPT Payment Account for a period longer than one year.

## **16. INFORMATION AND NOTIFICATIONS TO BE SENT TO THE PAYMENT SERVICE USER**

UPT A.S. shall provide the Client with a transaction notification by means of SMS in respect of any payment transaction, executed by the Client, or any payment received by the Client; and UPT A.S. shall, upon the request of the Client on the basis of each transaction, forward the information with respect to the periods, as requested by the Client, to the Client by means of remote communication means or in writing and either following execution of such transaction or upon a separate request of the Client for such purpose, no later than a period of 10 days. If and when any such information is asked to be sent by means of any communication channel other than e-mail, then a separate cost may be collected from the client for such purpose.

In the event that the Client requests additional information, or a more frequent information or transmission of information through any other means with respect to the payment services, s/he/it has received from UPT A.S., then UPT A.S. may ask the client to pay a fee in proportion to the cost of such transaction.

## **17. OBLIGATIONS OF THE CLIENT**

The Client hereby ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT;

- s/he shall make use of the Service only through the platforms offered by UPT A.S., and in accordance with the instructions as specified at such platforms; and also that;
- the contractual relation between her/him and UPT A.S. shall be governed by the terms and conditions hereunder and also the respective agreements, executed by and between the parties hereto (if applicable), and also the applicable statutory regulations as well as the BRSA and MASAK regulations; and also that;
- s/he shall submit and deliver any and all documentation, which might be from time to time requested from her/him by UPT A.S. in accordance with the applicable regulations while s/he makes use of the Service, in compliance with the laws of the Republic of Turkey; and also that UPT A.S. shall be obliged to retain any such information and also to disclose such information to the competent authorities in accordance with the applicable regulations; and also that;
- UPT A.S. may request her/him to show the source of the funds at any and all transactions; and also that;
- s/he has the legal capacity as required for making use of the service in accordance with the applicable laws, and that no liability whatsoever may be imposed on UPT A.S. in respect of any matter of incapacity, and in particular, that UPT A.S. shall not be bound

by the fact that such incapacity has been announced or published on any media organ, unless a specific notice is served in writing; and also that;

- all of the information, s/he has provided to UPT A.S. for the purpose of benefiting from the Service, are accurate and complete, and that UPT A.S. has transacted by relying on the accurateness of such information; and also that;
- any disclosure of information by UPT A.S. to the authorities and bodies authorized by law shall not constitute any breach of the non-disclosure obligation, and that any exchange of information and documentation by and between UPT A.S. and its affiliated group companies or subsidiaries, and also any disclosure of information and documentation made by UPT A.S. to any person, which is of complementary or supplementary nature with respect to the business of UPT A.S., in accordance with the agreements, executed by and between UPT A.S. and such persons, shall not be considered to constitute any breach of the non-disclosure obligation; and also that;
- s/he consents in advance for exchanging of the information and documentation as required for any and all kinds of transactions to be performed in accordance with the provisions hereunder, as well as for the service hereunder, including but not limited to the transactions to be performed by making use of the Service, with the third parties; and also that;
- if and when s/he wishes to send any money by making use of the Service, then UPT A.S. shall execute such transfer in accordance with this Agreement and such other terms and conditions as specified in such other applicable documentation and also the internal transaction guidelines and procedures with respect to the UPT WEB Application of UPT A.S., and that any request for transfer to be performed by making use of the Service must include the items as required under this Agreement and the applicable documentation, clearly and without giving rise to any doubt whatsoever, and that any request for transfer that does not include the required items shall not be executed by UPT A.S., and that the services offered by UPT A.S. shall be executed as per the instructions and approvals to be granted to the UPT A.S., and that UPT A.S. may not be held liable for any transaction that complies with such instructions and approvals, and that UPT A.S. shall refund any such amount to the Client only upon the evidencing of any such case, if and when UPT A.S. has executed a deficient or erroneous transaction despite the accurate and complete instructions and approvals granted to it, or if and when the transaction has not been executed at all; and also that;
- the applicable regulations of the regulatory bodies and also the regulations of such bodies that will enter in force from time to time shall apply in respect of any transfer to be performed by making use of the Service; and also that;
- the UPT limits are determined by UPT A.S., and that UPT A.S. shall remain entitled to change any such limit, and that UPT A.S. shall not assume any liability whatsoever for any cost that might be charged by the correspondents for any transaction that might be refunded due to any error of the Client; and also that;
- UPT A.S. shall be free to notify the Client of the Payment Transaction within the period it may deem appropriate, by sending a SMS message to the Client, and that such notification shall neither satisfy the obligation to pay the cost for such transfer to UPT A.S., nor require the acceptance by the Beneficiary; and also that;
- UPT A.S. shall not become a party in any manner whatsoever to any dispute that might arise between the Client and any third party whatsoever due to any transfer performed by making use of the Service by any third party whatsoever; and also that;
- UPT A.S. shall not be liable in any manner whatsoever if any such transfer is not accepted by the beneficiary for any reason whatsoever, or if any such transfer is received late or is not received at all by the beneficiary due to any reason that is beyond the control of UPT A.S.; and also that;
- UPT A.S. continuously modernizes itself for the purpose of offering and delivering the best possible service, and therefore it may at all times change and modify the Service, it provides to the Client, with regards to its form and contents, without being required to serve a notice beforehand for such purpose; and also that;
- UPT A.S. may either suspend for a temporary period or cease permanently the provision of the Service or any feature of the Service, at its sole discretion and without being required to serve a notice beforehand for such purpose; and also that;
- s/he is aware of and informed about the fact that the SMS messages to be sent by UPT A.S. as part of the Service shall be forwarded and transmitted with the header "UPT"; and also that s/he shall not rely on any SMS message, received under any other header, and that UPT A.S. shall not be liable for any damage and/or loss that might be incurred otherwise; and also that;
- s/he is aware of and informed about the fact that the electronic mail notifications, to be sent by UPT A.S. as part of such service, shall be forwarded from the addresses, namely [uptinfo@upt.com.tr](mailto:uptinfo@upt.com.tr) or [uptinfo@upt.com.tr](mailto:uptinfo@upt.com.tr), and that s/he shall not rely on any electronic mail, received under any other header, and that UPT A.S. shall not be liable for any damage and/or loss that might be incurred otherwise; and also that;
- any communication by telephone, which will be made by UPT A.S. as part of such service, shall be made through the UPT help desk with the telephone number 0212 - 370 34 34 or through the UPT A.S. contact center with the telephone number 0850 - 724 0878, and that s/he shall not rely on any information that might be received from any other telephone number, and that UPT A.S. shall not be liable for any damage and/or loss that might be incurred otherwise, and that the Service shall not be used for any unlawful application whatsoever; and also that;
- UPT A.S. may request from her/him to submit any information, which might be deemed required by UPT A.S. for utilization of the Service by her/him, either during the activation/registration processes or at any time during the course of continuous utilization of the Service, through the relevant platforms; and also that the details and information, s/he will have submitted to UPT A.S., shall at all times be complete, accurate and up-to-date; and that, unless explicitly allowed by UPT A.S., s/he shall not access and attempt to access to the Service in any manner whatsoever other than through the interface provided through the platforms furnished by UPT A.S.; and also that;
- s/he shall not get involved in or with any activity that might intervene in or damage the Service and/or any of the servers and networks connected to the Service; and also that, unless so allowed by UPT A.S. by means of a separate agreement, s/he shall not make use of or allow the others to make use of the Service for any purposes other than those specified hereunder and in such other relevant documentation; and also that;
- s/he is aware of and informed about the fact that s/he may access to the detailed up-to-date information about the membership and the transaction fees through the relevant pages available on [www.upt.com.tr](http://www.upt.com.tr); and also that;
- if and when s/he performs a transaction by making use of the Service, then it shall pay the service fee amounts, which are determined by UPT A.S. on the date of performance of such transaction and which are announced on the website of UPT A.S. with the address [www.upt.com.tr](http://www.upt.com.tr), on the dates as determined by UPT A.S.; and also that;

- any and all kinds of fees, costs, taxes and insurance premiums under the Agreement shall be borne by her/him; and also that UPT A.S. shall be entitled to collect any and all commissions, fees and any and all kinds of its receivables, including those listed herein, from the UPT Payment Account balance of the Client, ex officio, and that this article has the force of an instruction, in writing, and that it shall not be required to obtain an instruction, in writing, at each time for any such collection; and also that;
- s/he shall remain liable for protecting the passwords, devices and the Internet system used for accessing the Services and also for avoiding disclosure of such passwords, devices and system to any unauthorized person, and also for changing such passwords, devices and system within regular intervals, and also for maintaining the security of any and all kinds of transactions performed by making use of the Service, and also that it shall immediately notify UPT A.S. (through the UPT A.S. contact center by dialing 0850 - 724 08 78) as of the time s/he will have become aware that her/his password or the devices, s/he makes use for the purpose of benefiting from the Service, is/are lost, stolen, used in an unauthorized manner, and that UPT A.S. may reject to execute the respective transaction if and when it is determined by UPT A.S. that the request with respect to the Services is unauthorized or unlawful; and also that;
- s/he shall not provide any inaccurate information in any manner whatsoever, or log in by making use of the personal details (identity details, mobile telephone number) of any other person, or perform any utilization through the Platform; and also that;
- in the event that her/his access to the UPT WEB Application is blocked by UPT A.S., then s/he shall not download any other UPT A.S. application unless the consent of UPT A.S. is obtained; and also that;
- s/he shall not disclose any information, which might either directly or indirectly affect or impair the security and the level of security of the UPT WEB Application being used (the password in relation to UPT A.S., the mobile telephone number, the identity details, etc.), to any third party whatsoever, and also that s/he shall abstain from any actions that might result in any such case; and also that;
- s/he shall not allow the others to make use of the UPT WEB Application, and that s/he shall not make use of the platform and accounts of others; and also that;
- UPT A.S. shall not be liable for any inconvenience that might arise due to the fact that the SMS messages have not been received by UPT A.S. for any reason whatsoever, or that the SMS messages sent by UPT A.S. have not been received by the Client, or for any transaction that might have been performed by UPT A.S. since the instructions given by the Client for performance of the transaction automatically at certain times have not been canceled, or due to the fact that UPT A.S. has not been notified of any change to the mobile telephone number, or that there are multiple mobile telephone numbers, communicated by the Client, at the records of UPT A.S.; and also that;
- in the event that her/his telephone number as recorded in the system of UPT A.S. is changed, or that her/his mobile telephone is lost or stolen, then s/he shall forthwith notify UPT A.S. of any such case; and that UPT A.S. shall not be liable for any damage and/or loss that might arise otherwise; and that s/he shall remain solely liable for any such damage and/or loss; and also that;
- the liability for paying any and all kinds of attention and care in respect of checking the accurateness of her/his mobile telephone number as identified on the records of UPT A.S. regarding the transactions with respect to the Service to be received by means of the mobile phone, and ensuring that such number is maintained up-to-date, and ensuring the security of such mobile telephone (including the SIM card) as well as of the messages sent to such telephone against any unauthorized third party whatsoever shall remain with her/him; and also that;
- in the event that the Client's account available on the Platform suffers from any damage, or that the passwords are obtained by any third party whatsoever, or that it is understood that an unauthorized or erroneous transaction has been performed, or that there is any such other security issue in respect of the account, then s/he shall be obliged to immediately deactivate any and all products or services, which have been damaged or might be damaged, of UPT A.S., and to notify UPT A.S. immediately of any such case either by means of the Contact Center of UPT A.S. by dialing 0850 - 724 08 78, and that, otherwise, s/he shall remain liable for any and all kinds of damage and/or loss that might be incurred either by her/him or UPT A.S. or any third party whatsoever, and that UPT A.S. may not be held liable for any such damage and/or loss incurred by the Client due to any failure to notify UPT A.S. of such case; and also that;
- the liability for ensuring and maintaining the physical and virtual security of the mobile telephone, which is being used for making use of the UPT WEB Application, against any unauthorized third party, shall remain with her/him; and also that;
- s/he shall keep and maintain the device, whereby the Service is being utilized, and also all of the software (including the operating system) up-to-date, and protect the device by means of the up-to-date Anti-Virus and Anti-SpyWare programs against any unauthorized access, and that s/he shall look out for the security of the device for the purpose of preventing any access to the password details through the Internet by any person other than herself/himself; and also that;
- s/he is aware of and informed about the fact that it shall be checked that whether the UPT WEB Application has the UPT A.S. certificate therein, and that any software to be downloaded on the mobile phone must be licensed; and also that;
- any and all legal rights, including the proprietary rights and any and all such other intellectual rights existing with respect to the Service, on and to the Service are vested with and possessed by UPT A.S. (irrespective of the fact that whether such rights are registered and notwithstanding where such rights exist around the world); and also that;
- the Service may include some information, which has been determined as confidential by UPT A.S.; and that s/he shall not disclose any such information in any manner whatsoever unless the prior consent of UPT A.S. is obtained; and also that;
- unless otherwise agreed by UPT A.S., no provision hereunder shall grant her/him the right to use the trade name, the trademark, the service mark, the logo, the domain name and such other distinctive brand identification peculiarities of UPT A.S.; and also that;
- s/he shall not remove, conceal or change/alter any title/property right notices which have been either added or incorporated to the Service (including any copyrights and the notices for the brands/trademarks); and also that;
- s/he shall make use of the necessary up-to-date anti-virus programs and Internet protection services as required to be maintained on her/his side as long as s/he makes use of the Service; and also that;
- UPT A.S. shall not assume any legal liability whatsoever in respect of the agreements, to be executed by and between the Client and the persons, which provide such other Services for the purpose of making use of such other services, software or products, and also in respect of the principles regarding the provision of such other service since the Service might be used through a service that is provided by another person or company whatsoever (as a result of such Service or by virtue of such Service), or a

middleware might be downloaded for the purpose of being able to make use of the Service, or such other products that would enable utilization of the Service might be procured; and also that;

- UPT A.S. may terminate ex-officio the right of the Client to make use of the Service at any time, without being obliged to present any grounds or serving any notice thereto, if and when it deems so required; and also that;
- in respect of any dispute that might arise from any transaction performed by the Client by making use of the Service in line with the instructions given by her/him through the UPT WEB Application, the records of UPT A.S. and the value at issue as of the time of performance of any such transaction shall be taken as the basis; and also that;
- in the event that s/he acts in breach of any of the provisions hereunder, then UPT A.S. may terminate this Agreement at the cases, including but not limited to, where it is obliged to do so as per the regulations it is bound by, and at any other cases, where it deems required; and also that;
- in case of termination of the Service for any reason whatsoever, the parties shall not be relieved of their rights and obligations, which have already arisen as based on the Service before the date of such termination; and also that;
- UPT A.S. shall notify the Client of any amendment hereto through the UPT WEB Application, and that any such amendment shall be binding on the Client as of the time of its acknowledgment through the UPT WEB Application; and also that;
- in the event that any or more of the provisions hereunder is/are deemed to be illegitimate or impossible to be enforced for any reason whatsoever, then the validity of the remaining provisions of the Agreement shall remain unaffected, to the extent that any such provision(s) is/are not an essential component of the Agreement; and also that;
- Any and all kinds of disputes, which might arise from the implementation hereof, shall be governed by the Laws of the Republic of Turkey, and submitted to and settled by the Courts and Enforcement Offices at the Courthouse (situated at Caglayan) of Istanbul Central District; and also that;
- the orders, given by her/him through the UPT WEB Application in relation to the transactions to be performed through the UPT WEB Application are of the nature of a written instruction; and also that s/he authorizes UPT A.S. for executing any such transaction without being obliged to obtain a written instruction at each time for any such transaction; and also that;
- s/he hereby grants her consent for and authorized UPT A.S. for determining and obtaining information of the place and location where s/he is/will be by making use of the technological infrastructure to be deemed appropriate by UPT A.S., and for forwarding any and all kinds of marketing, advertisement, campaign announcement and promotional messages to her/him at any location, where s/he is/will be by making use of such information and data through the push messages or local notifications, and for making use of such information and data for any and all kinds of marketing, advertisement, promotion, announcement, campaign and/or such other similar purposes, including in particular the marketing of products and services, and also for sending the campaign details, as determined by UPT A.S., to the client by means of SMS, e-mail and such other communication channels as advised to UPT A.S., if and when so required; and also that;

UPT A.S. shall not be liable in any manner whatsoever for any damage and/or loss that might be incurred by her/him or by any third party whatsoever due to the fact that s/he has acted in breach of her/his obligations as set out hereunder and in any such other relevant document; and that s/he shall remain solely liable for any such damage and/or loss; and that s/he shall remain liable for any and all damage and/or loss that might be incurred either by UPT A.S. or by any third party whatsoever without any limitation with respect to the amount of any such damage and/or loss.

#### **18. ACCESS TO THE AGREEMENT DETAILS BY THE PAYMENT SERVICE USER**

UPT A.S. may provide the Client with a draft Agreement, if and when s/he so requests, and the Client may obtain such draft Agreement through [www.upt.com.tr](http://www.upt.com.tr).

#### **19. MODIFICATIONS**

UPT A.S. shall notify the Client of any modification with respect to the payment services hereunder 30 (thirty) days beforehand through the UPT Web Site. The Client shall be entitled to terminate the provisions with respect to the payment services hereunder without being obliged to pay any amount whatsoever until the elapse of such period. If and when s/he fails to raise any objection with such period, the Client shall be deemed to have acknowledged any such modification.

#### **20. TERMINATION**

This Agreement has been executed for an indefinite period. The Client may terminate this Agreement by notifying by dialing 0850 - 724 08 78, the Contact Center of UPT A.S., at least one month beforehand. In respect of such termination, UPT A.S. may claim a fee for termination from the respective client with respect to any termination that is effectuated unless a period of 1 year has elapsed as of the date of execution of the Agreement.

A counterpart of the Agreement, which will have become effective as of its date of execution, has been delivered to the Client at the date of execution hereof, together with the Information Form Regarding the Fees Collected For the Payment Services, attached hereto.