

USER AGREEMENT

1) Parties:

This User Agreement (the "**Agreement**") is entered into by and between **Marcan Mimarlık Mühendislik Müşavirlik Mobilya İthalat ve İhracat Limited Şirketi** ("**Marcan**") that owns Maxxmarca, on the one hand, and the "**User**" who logs in and/or becomes a member of www.maxxmarca.com and/or www.maxxmarca.com.tr (the "**Web Site**"), on the other hand.

2) Subject of the Agreement:

The subject-matter of this Agreement is to set out the rights and obligations of the User who logs in and/or becomes a member of the Web Site owned by Marcan.

3) Rights and Obligations:

- 3.1) Any and all rights of usage and disposition over the Web Site belongs to Marcan. This Web Site's form, layout, and also, including, without limitation, all information, written contents, pictures, photographs, documents, brands, and all types of similar industrial and intellectual property rights included among the Web Site content belongs to Marcan.
- 3.2) By logging and/or becoming a member of the Web Site, the User hereby agrees and undertakes that she/he has read the User Agreement in its entirety, understood its content completely, and approved the entire provisions thereof and also she/he shall abide by all other conditions prescribed on the Web Site and in the laws in force.
- 3.3) Marcan is hereby entitled to **amend** at any time the information, forms, and contents that are currently or will, in the future, be included in the Web Site. The said modifications shall enter into force as at the of their posting on the Web Site. The Users shall be deemed to have agreed to all of these **amendments** beforehand.
- 3.4) The Users may not perform illegal acts and transactions on the Web Site. The legal and criminal responsibility for every act and transaction done by the Users on the Web Site **shall be under the responsibility of their own.**
- 3.5) The Users hereby agree, represent, and undertake that the information and contents provided by them within the Web Site are accurate and legal. Marcan may not be held responsible for the damages that will be incurred due to the incorrectness and wrongness of the information and contents that are delivered to it by the Users or uploaded to, modified at, or provided through the Web Site by the same.
- 3.6) Marcan shall be entitled to use the information, which is delivered to it by the Users through the Web Site, in line with the "Privacy Policy".
- 3.7) Marcan shall, pursuant to this User Agreement, be entitled to send information emails at the Users' electronic mail addresses and information SMS' at their cell phone numbers registered in its database. Upon agreeing this User Agreement, the User shall be deemed to have accepted the delivery of information emails at her/his electronic email address and of information SMS' at her/his cell phone number.

- 3.8) In case of violating one or more of the provisions set out hereunder, the User shall be personally held responsible for such a violation in penal and legal terms and she/he shall hold Marcan harmless from the legal and penal outcomes of such violations.
- 3.9) The Parties hereby agree and undertake that all of the computer and similar records of Marcan shall be considered as real and exclusive evidence under the Code of Civil Procedure.
- 3.10) Marcan shall be entitled to **assign** this Agreement at any time, in part or as a whole. The User cannot **assign** her/his rights and obligations under the User Agreement in part or as a whole to any third person without the written consent of Marcan.
- 3.11) In such cases that are considered as legal force majeure events, Marcan shall **not be obliged** for the delayed performance or nonperformance of its obligations hereunder. This and similar cases shall not be considered as a delay or nonperformance or default for Maxxmarca or the latter shall not assume any indemnity obligation for such cases.

4) Termination of the Agreement:

This Agreement shall remain in force until the User unsubscribes or her/his membership is **annulled** by Marcan. Marcan shall be entitled to **annul** the User's membership and unilaterally terminate the agreement where the User violates any provision hereof. The Users shall be under the obligation of indemnifying all direct or indirect damages incurred by Maxxmarca in consequence of the termination.

5) Governing Law and Competent Court

The disputes that may arise out of or in connection with this Agreement shall be governed by Turkish Law and Ankara **Central** Courts shall have the jurisdiction.

6) Entry into Force

This Web Site User Agreement shall enter into force on the date announced by Marcan in the Web Site content. The Users shall automatically agree to the provisions hereof by using the Web Site.