

## TERMS OF USE FOR WEBSITE

To use this website (hereinafter referred to as the "SITE"), please read the terms written below. Any natural and legal person who uses the services offered on this SITE or who has access to the SITE in any way is considered to have accepted the following terms of use.

### A. Terms of use

1. Services offered on this SITE are provided by Istanbul Leather and Leather Products Exporters' Association ("hereinafter referred to as IDMIB"), which operates under the General Secretariat of Istanbul Apparel Exporters' Associations and the legal owner of the site is IDMIB, and all rights to use and save on the SITE belong to IDMIB.
2. IDMIB may change these terms of use at any time; however, these changes will be published regularly on the SITE and will be effective from the same date.
3. Each natural and legal person who uses the SITE services and has access to the SITE is considered to have accepted in advance every change made by IDMIB to the provisions of the terms of use.
4. IDMIB reserves the right to change the information, forms and content that are available or to be available on this SITE at any time.

### B. Contract definitions

1. SITE: The website that can be accessed from an online environment where various services and content are offered within the framework established by IDMIB.
2. MEMBER: Every natural and legal person who wants to benefit from IDMIB to purchase services related to the services specified on the SITE, and correctly and completely fills out the membership form that they have chosen, and the membership of whom is confirmed and accepted by IDMIB. In this contract, they will be hereinafter referred to as "MEMBER" in short. Individuals who are at the age of 17 and older can become members by filling out the relevant membership form on the SITE with their actual credentials. Companies who wish to become members (Private and partners), General Partnerships, Limited Partnerships, Partnerships Limited by Shares, Limited Liability Companies, Joint Stock Companies, legal entities and legal representatives of Cooperatives and other institutions can become members by filling out the membership form completely and can act on behalf of their institutions. "Member name" is specific to a member, and the same "Member name" is not given to two different MEMBERS.
3. USER: The person who visits the SITE for IDMIB B2B discussions with or without receiving services.
4. LINK: The connection link that allows you to access files, content and another website via the SITE as well as files, content and the SITE via another website.
5. CONTENT: Visual, literary and auditory images such as any information, files, images, programs, figures, prices, etc. published or accessible on the SITE and/or any website.
6. PERSONAL INFORMATION: Information such as member's ID, address, e-mail address, phone number, IP address, data on which parts of the site he visited, domain type, browser type, date and time of visit etc.

### C. Scope of services

1. Duly performance of services (those provided via the SITE are not limited) by IDMIB provided on [www.turkishleather.com](http://www.turkishleather.com) owned by IDMIB after the MEMBER pays the price.
2. IDMIB provides a web-based electronic platform for exchanging information between buyers and seller's products and services through the SITE. IDMIB shall not represent either the seller or the buyer in private negotiations and shall not charge any commission from the negotiations. Therefore IDMIB shall not have the authority to control the availability of products and services displayed on the SITE for sale, availability of suppliers to complete a sale or availability of the buyer to perform purchases as well as the compliance with the law, safety or quality, and shall have no liability for issues arising out of them.
3. IDMIB is completely free to determine the scope and nature of the services it will offer on the SITE and is deemed to have put into effect any changes it will make to the services by posting them on the SITE.

In order to benefit from the services that will be offered on the SITE, users must have the features that will be determined by IDMIB and specified in the content of the relevant section of the SITE. IDMIB is completely free to determine these features and is deemed to have put into effect any changes it will make to the features by posting them on the SITE.

#### **D. General provisions**

1. Links to other websites and/or other content that are not under IDMIB's control and are owned and operated by other third parties may be provided on the SITE. These links are provided for ease of navigation to USERS and members and do not support any website or the person who operates that site. The information given in the linked website do not constitute any statement or warranty of any kind. IDMIB has no responsibility for the websites and their content accessed through the links on the SITE, and any loss that may arise from the use of these sites are the responsibility of USERS and MEMBERS. IDMIB may subject to its own written consent the access to such linked websites, as well as terminate access to links that IDMIB does not deem appropriate at any time.
2. IDMIB constantly checks whether the information available on the SITE are accurate and up-to-date. But despite the effort, the information on the SITE may lag behind actual changes. The materials and information contained in the content of the SITE are provided at the time of submission to the site, there may be differences between the current status of the relevant service or information and the their status given on the site. No express or implied guarantee is given or no commitment is made with regard to the up-to-dateness, accuracy, conditions, quality, performance, suitability for a specific purpose and marketability of the information given on the SITE as well as the effect and completeness of other information, services or products available on (but not limited to) the SITE of IMDiB which are related or unrelated with those.
3. USERS and MEMBERS acknowledge that files, information and document given on the SITE available for download and/or sharing may not be free from viruses, worms, trojan horses, dialler programmes, spams, spywares or other harmful and malicious codes or materials, and that the SITE does not guarantee on these issues. It is the sole responsibility of USER and MEMBER to meet the requirements of, maintain and update all software and hardware necessary to prevent such malicious and harmful programs, codes or materials, or to recover any lost data and for the accuracy of data inputs and outputs. IDMIB is not responsible for any damage caused by such malicious programs, codes or materials, which may be faced by USER and MEMBER or third parties due to inaccuracies or loss of data. IDMIB is not responsible for any damage caused by such malicious programs, codes or materials, inaccuracies or loss of data which may be faced by USER and MEMBER or third parties.
4. IDMIB reserves the right to change the information such as all types of services, products, campaigns, etc. available on this SITE and SITE extensions, and terms of use of the SITE and the information provided on the SITE, to rearrange the site and its content, to stop and/or pause posting without prior notice. Changes shall take effect when they are posted on the SITE. By using or accessing the SITE, these changes shall also be considered to be accepted. These terms also apply to other linked web pages. IDMIB does not bear any responsibility with regard to the interruption of the process, error, omission, stoppage, deletion, loss, processing or communication delay, computer virus, communication failure, theft, destruction or unauthorized access to, change or use of records, due to breach of contract, torts, negligence, or other reasons.
5. IDMIB, the institutions with which it cooperates, IDMIB employees and managers, and IDMIB authorized sellers are not responsible for the services provided by third parties and the content published on the SITE. Commitment on the accuracy and compliance with law, of the information, content, visual and auditory images provided and published by any third party is entirely the responsibility of the third parties who perform these actions. IDMIB does not undertake the security, accuracy and compliance with the law, of the services and content provided by third parties.
6. Those using the SITE can only carry out transactions on the SITE in accordance with the law and for specified purposes. The civil and criminal responsibilities of USERS and MEMBERS in every transaction and action made on the SITE shall belong to them. Each USER and each MEMBER undertakes not to engage in any activity of a nature that would constitute an infringement of the rights of IDMIB and/or any other third party. IDMIB has no direct and/or indirect liability for damages suffered or may be suffered by third parties due to the activities of USERS and MEMBERS on the SITE.
7. IDMIB hereby owns this SITE. Information, articles, images, brands, slogans and other signs given on this SITE, as well as programs to protect information related to other industrial and intellectual property rights, page layout and presentation of the SITE are the property of IDMIB or organizations that granted permission and licenses to IDMIB. it is forbidden to copy, modify, publish, send,

distribute, sell in whole or in part, using online or other media, any database, website, software-codes, html codes and other codes related to the information on this SITE or SITE pages etc. as well as products, designs, images, texts, visual or auditory images etc., video clips, files, catalogues and lists. USERS and MEMBERS accept and undertake that they will not reproduce, copy, distribute, process SITE software, hardware and content listed above, but limited to those, and that they will be directly or indirectly in competition with IDMIB either by means of these actions or by other means. USERS and MEMBERS have no right to resell, process, share, distribute, display the IDMIB services, IDMIB information and IDMIB copyrighted works, or to allow anyone else to access or use IDMIB services. Partial copying, printing, processing, distribution, reproduction, display of the information on this page is only possible for non-commercial personal needs and with the written permission of IDMIB.

8. IDMIB may use the information submitted to it by USERS and MEMBERS through the SITE in accordance with the provisions of the "Privacy Policy" and "Terms of Use of The Website". It can process this information, classify and store it in a database. IDMIB may also use the information about the USER and MEMBER's identity, address, e-mail address, phone number, IP address, data on which parts of the SITE they visited, domain type, browser type, date and time of visit, etc. for purposes such as statistical evaluation, announcing campaigns and providing personal services. IDMIB is obliged to take measures to protect the personal data obtained in accordance with the provisions of the relevant law. Personal information on USERS and MEMBERS shall not be disclosed to natural and legal third parties, except at the request of the authorities authorized by the provisions of the Personal Data Protection Law No. 6698 and in the following cases. Personal information is provided to third parties acting for or on behalf of IDMIB in accordance with the provisions of the Personal Data Protection Law No. 6698, or to those involved in IDMIB's business in order to better process the original purposes of use of the data or to better serve the purposes recommended by USERS and MEMBERS.
9. Unless expressly authorised by IDMIB within the scope of the Terms of Use of This SITE, IDMIB reserves all its rights with regard to IDMIB services, IDMIB information, IDMIB copyrighted work, IDMIB trademarks, IDMIB commercial outlook, or other assets and information provided on this SITE.
10. Communication between USERS/MEMBERS and IDMIB shall be performed via the email addresses they have stated, and it is also possible to communicate via registered letter with acknowledgement of receipt or warnings that will be sent through a notary.
11. USERS and MEMBERS are responsible for the content of the facilities provided to them through the SITE and any communication they may make with other USERS and MEMBERS or third parties. In the event that IDMIB suffers any damage or is held responsible due to such communication content, USERS and MEMBERS are obliged to reimburse all direct and indirect damages that IDMIB will suffer.
12. USERS and MEMBERS are responsible for the terms of all agreements (sale price, shipping, insurance, delivery, delivery time etc.) that they will provide within the scope of the B2B negotiations to be performed. IDMIB has no responsibility in this regard and no claim against IDMIB can be put forward.
13. IDMIB has unlimited authority to remove materials displayed on the SITE that it believes are illegal, do not comply with this Contract or contradict the opinion favoured on the SITE. IDMIB has the right to fully cooperate with third parties, special inspectors and/or state forces in such cases. However, IDMIB may disclose the credentials of USERS and MEMBERS to a government agency or for other legal reasons. In any case mentioned above, IDMIB may suspend or cancel the accounts of USERS AND MEMBERS. USERS AND MEMBERS agree that IDMIB will not be held responsible for the consequences or any damage that may occur if IDMIB performs any of the actions mentioned in this section.
14. USERS AND MEMBERS who save information for publication on the SITE agree and undertake to comply with the following considerations:
  - Fraudulent information or offers that will cause fraud or attempts to sell fake or stolen products, marketing and/or selling products prohibited by law, or promotion of other illegal activities;
  - Not to be part of schemes or other unlawful purposes to defraud other USERS AND MEMBERS; not to be associated with sales of services or products that violate third party copyrights, patents, trademark registrations, trade secrets and other proprietary rights and Third Party Rights; not to violate any laws or regulations, not to engage in activities that are defamatory, derogatory or

threatening;

- In terms of personal data transmitted by other USERS AND MEMBERS or shared directly through the SITE, acting as a data controller in accordance with the Personal Data Protection Law No. 6698 (“KVKK”) and acting accordingly in accordance with KVKK and related legislation;
  - Providing necessary support to IDMIB so that it can fulfill its responsibilities to the regulatory authorities, including the Personal Data Protection Authority, regarding the processing of personal data;
  - Not to publish trade items or other similar content with obscene, pornography or other erotic content, or not to promote material with sexual content or harmful to minors;
  - Not to use unauthorized advertising or harmful materials (including spammers), violate the privacy of anyone, or be involved with an element that may be of criminal content;
  - Not to upload to any software and hardware the information containing computer virus or other destructive devices and codes containing harmful effects as well as harmful content that affect data or personal information;
  - Not to provide links containing direct or indirect definitions of services or products prohibited by this Contract;
  - Not to upload content that will create obstacles for IDMIB or its affiliates.
15. USERS AND MEMBERS declare by uploading any content the SITE that IDMIB has given the necessary authority under intellectual property or other legislation to publish such content.
  16. USERS AND MEMBERS declare that they will not claim the service has not been performed properly due to any changes and updates that IDMIB will make on the SITE.
  17. USERS AND MEMBERS are aware that the content displayed on the SITE may be provided by third parties. IDMIB is not authorized for the content provided by third parties. Neither IDMIB nor its affiliates, directors, personnel or employees enter into any sales agency relationship with a similar third party using the effect of displaying Third Party Content on the SITE.

#### **E. Limitation of liability**

1. IDMIB is not responsible for any direct or indirect damages that may arise due to access to the SITE, use of information of the SITE or on the SITE and other data, programmes, as well as to the breach of contract, torts, or for other reasons. IDMIB shall not accept any responsibility for the stoppage, error, negligence, interruption of the transaction as a result of breach of contract, torts, negligence or other reasons. With anyone accessing other linked websites or using this SITE, IDMIB shall be deemed to be separate from any liability that may arise as a result of use/visit, from any damages and claims, including court and other costs.
2. IDMIB shall not be liable for any direct and indirect damages, negligence, torts, strict liability or damages resulting from any of the following:
  - Inability to use the site;
  - Failures in services, information, data, samples or items provided or purchased through the SITE from a third-party service provider or user;
  - Infringement of third party rights, or infringement of third party rights or the possibility of infringement of third party rights due to manufacturing, shipping, distribution, offer, purchase, sell and/or use of the products and services offered or displayed on the site, or claims for compensation related to accusations, demands or claims by plaintiffs on third party rights, or accusations made by any person authorized for defence purposes;
  - Unauthorized access to any user's personal information or data by third parties or problems associated with special services, including sloppiness, disregard.

#### **F. Transfer of contract**

IDMIB may transfer this contract in whole or in part at any time without notice. However, USERS AND MEMBERS may not transfer this contract or any part of it to another party. Such a transfer attempt shall be invalid.

#### **G. Force majeure**

In all cases that are considered force majeure by law, IDMIB shall be not liable for late performance or failure to perform the "TERMS OF USE OF THE WEBSITE". Such cases, including this one shall not be considered a delay or non-performance or default for IDMIB, or IDMIB shall not be liable for any compensation for such cases.

#### **H. Applicable law and authority**

Disputes arising out of these "TERMS OF USE OF THE WEBSITE" shall be governed by Turkish Law and the Istanbul Arbitration Centre shall be authorized in this regard.

#### **i. Entry into force and acceptance**

The "TERMS OF USE OF THE WEBSITE" shall take effect on the date when IDMIB announces them in the content of the SITE. USERS AND MEMBERS agree to the terms of this agreement by using the SITE. IDMIB may change the provisions of this contract at any time, the changes shall be published on the SITE with the version number and date of the change and enter into force on the same date.