

PLATFORM USER AGREEMENT

COMPANY INFORMATION

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Agency Title : HİT TRANSFERTAŞIMACILIK VE KONGRE ORGANİZASYON ÇÖZÜMLERİ LTD ŞTİ

Agency Address: Oruç Reis Mah. Tekstil Kent B 9 Blok No10 AA İçkapı No: 110 Esenler / İSTANBUL Agency Phone : +90 (212) 438 52 11 Fax : +90 (212) 438 52 13 Agency Mail : info@hittransfer.com Agency Tax Office: Atışalani VD 463 051 0378

ARTICLE 1- PARTIES

This is the contract of use, on one side, Oruç Reis Mah. HİT TRANSFERTAŞIMACILIK VE KONGRE ORGANİZASYON ÇÖZÜMLERİ LTD (hereinafter referred to as HİT) and the user who is a member of the platform (hereinafter referred to as MEMBER), residing at Tekstil Kent B 9 Blok No10 AA İçkapı No: 110 Esenler / İSTANBUL . HIT and MEMBER together will be referred to as PARTIES.

ARTICLE 2- CONTRACT PURPOSE AND SUBJECT

The subject of the present Convention HIT 's through the platform owned by members of the Turkey and abroad will buy and use conditions to determine the utilization of transportation services.

ARTICLE 3- DEFINITIONS

"Service" Members and Road Transport Services companies providing driver, preparing possibilities to come together, bringing on the platform and in this context the Members of free will by choosing the provisions yla HIT with transport they conclude / logistics services refers facilitating services in to perform the requirements of the agreement;

"Platform"; MOBILE APPLICATIONS: Transport buying service, payment method and use of procedures and principles are shared with its members, which enables wireless connectivity, Mobile Phones, tablets nor vi are supplied written for HIT 'to custom software.

INTERNET SITE: It is a desktop computer, laptop, P c etc. that can connect with a special internet browser where the procedures and principles

of transportation service purchase, use and payment methods are shared with the Member . written for devices HIT 'to custom software.

"Platform User Cost" Company of the approval of the members through the platform and buy the case and said Transportation Services in exchange for the realization of the rights won by service charges or conditions canceled the following and duration of HIT for what does not belong to cancellations, the entitlement will cost.

"Reservation": The starting location, start time, route, destination member or passenger information s entered by a Member of HITS 'to own mobile application and / or costs of shared transport with members from the website included with all the information, said correctness Member The entire records made for the realization of the transportation and logistics services accepted by the Member after the payment of the service. expresses ;

"Official Authority" means any kind of judicial or administrative authority, official, semi-official or autonomous institution, organization, commission and board;

"Drive" with their Members met via the mobile application via Platform HIT transportation from / logistics services pursuant to agreements, domestic and foreign roadway private passenger stone according to imacılığ provisions, HIT authorized by commercial companies, producing behalf and on behalf of service to Members on transport services refers to drivers who offer;

"Transport Service" refers to the service constituting the transport / logistics service to be provided to the Member on behalf and account of the company to which the Driver is affiliated, pursuant to a transport service contract to be concluded between the Member and the HIT by means of the Platform . Transport service: All of the transportation and logistics services provided by the HIT to the Member for the purpose of travel, whose starting place, starting time, route, destination, Member or passenger information is entered by the Member . Details are given below.

"Shared Vehicles" are vehicles that can be traveled collectively with our other customers by providing preliminary information to our customers in order to provide uninterrupted service to our customers on very busy routes or non- busy routes .

“Shared Passenger” is our customers traveling together on multiple trips.

Of pre-sales service presentation: Mobile and presented via the Internet, the definition of service and product content at the specified conditions and qualifications and with all the details of MEMBER 's clearly any misleading to understand the multiple meanings and missing content not found, Transportation Services and Logistics Support Services and information offering price details.

After sales services;

Approval of the services and information: 3.1.1 the member submitted, and given the approval of the purchase by the MEMBER, Mobile related services have been paid for and via the Internet follow your lead sharing of information could, of reservations entered during the payment to be made, information SMS and email HIT with by approval and sharing information about the approval.

Realization of the service : The implementation of customer counseling and communication support services 24 hours a day, 7 days a week, together with sharing the vehicle, driver and contact information before and during the aforementioned transportation service.

ARTICLE 4-MEMBERSHIP

A - Membership, HIT 's Mobile and requested that information through Internet applications, complete, and accurate filling and job gains the right to use the user following the signing of this agreement. Membership is gained by completing the membership procedures on the Platform (and concluding this Agreement). MEMBER is underage, he read the contract, you understand, rights and obligations is aware of URLs, HIT ' s transport service companies providing the Member of transportation services through the Platform agency firms that is, the platform operated by that company, the services of the road transport rules appropriate company driver or f It accepts that the HIT is jointly responsible with the company that produces the road transport service due to the material and moral damages caused by the service and the defective service, and that this contract does not contain any unfair terms.

b - The member is deemed to have accepted in advance that the mobile phone, e-mail address and all other information requested by the HIT are up-to-date and in use. Member accepts and declares that the content of membership information is in accordance with the laws and moral rules. Otherwise, in addition to the information requested by the HIT for Membership , HIT has the right to request additional information regarding the service required by the member, to expand its content and to request it again without showing any other reasons for its Membership .

c - HIT has the right to develop plans and programs by using the membership information in question, the roaming and usage information of the Member on mobile or internet, the meaningful data and analysis of this information. It may share all these usage information with third parties , without being limited to the development of the said plans and programs .

d - In line with the requests of the official institutions and organizations, the HIT may share the said membership and usage information with official

institutions and authorities without the approval of the Member , but only on the condition of providing information.

e Members that buy their services on behalf of itself and platforms additional passengers or passengers and determined out of any breach of the terms of the Law of the Republic of Turkey, banned so declare in advance whether the status, acceptance and commitment.

f - Member can exit from HIT 's Mobile and Internet application at any time. The member can make his / her request to unsubscribe from the membership without any approval other than the EXIT transactions in the Mobile and Internet application. The termination process does not allow the Member to waive the obligation to fulfill the current responsibilities of the completed Services .

g- Member, HIT 's him via SMS, email and other contact points with the purpose of his marketing and advertising Commercial Communications and Commercial Electronic Messages pre-marketing authorization under Regulation verder undertakes declaration accepting the spindle.

Or, when using a mobile application h User application running in the background bilgis position i HIT to be shared.

ARTICLE 5-GENERAL CONDITIONS

a - TERMS OF USE

(1) The member can make reservations using the HIT 's Platforms , provided that they are limited to the provinces and countries where HIT provides service at home and abroad . Said confirmations and rental and only member of the HIT 's belirlerle the case of payment by credit card and the payment will be considered valid. Said payments already ready in force must be in accordance with the Consumer Law.

(2) The member makes the reservation by approving the Transport Service request defined in this contract through the platform and making the payment for the price information specified in this contract . HIT , Member of the call to the most appropriate location on the Drivers communication and identification information and the details known to the Member shall notify. The reservation may be changed or free of charge may be requested by the Member until the main departure and arrival points of the transportation service will take place in the same city until 3 hours stay, or 6 hours if the departure and arrival points are not in the same city. If the member wishes to cancel the reservation without complying with the times specified in the aforementioned conditions , the reservation has been made and HIT will not refund the platform usage fee for the reservation made for the said transportation service. The reservation is

deemed to have been made and the service is deemed to have been provided to the Member. Cancellations has realized Members from time to time to comply with any rights telepen deemed to have accepted that.

(3) If the member has chosen the shared travel method , the trip will take off from the time and location planned by the PLATFORM owner . Shared ride was metho n ' the Member to cancel the trip in case of refunds can not be made 6 hours prior to veyahut change.

(3) Members, through the platform to confirm that the service Platform forest Operating Cost immediately HIT 'eating and Transport Service is terminated when the e Transport Bedelia the well immediately HIT ' to be liable to pay. In addition, the transportation fee and the cost of using the platform will be determined by HIT , and HIT reserves the right to change the transportation fee and / or the platform usage fee and calculation on a case-by-case basis and at its own discretion.

(4) A service fee invoice for the MEMBER will be issued by the HIT for the Platform Usage Fee and Transport Fee, which is the progress payment amount in return for bringing the Members and the Driver together through the platform . Transport Services Bedelia to belong invoices / bills of customers Nushi a by Members of HIT on demand ' s stored in central address in the workplace. If the member requests the invoices / invoices to be sent to their own address, the invoice for the Service will be sent to the user's e-invoice electronically. In addition, customer copies of the invoices / invoices pertaining to the Platform Usage Fee can be sent as an electronic invoice to the e-mail address provided by the Member when registering with the Platform , if the Member approves .

(5) HIT will be able to inform the Members about its own promotional codes, service promotions, advertisements, campaigns, advantages, surveys and other customer satisfaction practices , therefore, it will be able to send information e-mails to the e-mail addresses of the members and informative SMSs to their mobile phones . The member declared in advance that he accepts the information methods to be sent regarding the service or irrelevant.

The member is informed about the campaign, advantage , service evaluation of the PLATFORM , SMS, e-mail and mobile phone calls to be sent to him within the scope of customer satisfaction, Commercial Communication and Commercial Electronic Messages Regulation, etc. undertakes to accept and declare that it has given authorized marketing approval within the scope of the laws.

The platform has the approval of the MEMBER for any or all of the Mobile, Internet and SMS methods (within the scope of the Commercial Communication

and Commercial Electronic Messages Regulation and derivatives) for the information or advertisement activities regarding the service in question , as long as the MEMBER is a MEMBER of the Platform. the vessel has declared that he ul. HIT ' s promotion or be able to exploit the services offered by the campaign in any process and / or lack of action, promotion or campaign HIT by at any time may be canceled without any reason, accept that canceled promotion or campaign referring to has no right to any claim against the Company and undertakes. The member can eliminate the authorized marketing approval by sending an e-mail to support@progotravel.com.

b -Complaint procedure

(1) A member HITS by complaints about the service provided a below, and links in the manner specified HIT 'ye shall notify: info@hittransfer.co My e-mail address or HIT ' s must be submitted to the address found in Article 1 by sending registered mail,

(2) The complaint procedure may also be initiated by the member by contacting the Authorized Personnel via their contact phone number . In the event that the Authorized Personnel or another person does not accept the complaint submitted by the Member by phone, the Member undertakes to make the complaint in writing using one of the aforementioned means. Members of complaints as specified herein phone in case of reporting through, HIT ' s giving contact information that will be requested from him, and also the documents, the content of screening or error messages, etc. will be obliged to send.

(3) HIT acknowledges, declares and undertakes that the employees who will provide support in the process of solving the problems in question are qualified personnel to make the best effort to resolve the complaint. Members are Shikai meat on the subject of HIT brand damage given may be the social media and / or electronically ring will share in open channels, if share, following the resolution of the issue would remove any content related to these complaints, the disclaimer would publish agrees and undertakes.

(4) Complaints to be directed by the member shall include at least the following details: The reason for the complaint, the list of the parties involved in the transaction , the transaction code, if any, and a detailed list of the problem and the content of possible error messages.

c- Liability for suspicious and erroneous transactions

(1) Herhu the gun as a process HIT 'to incorrect / unauthorized if it made the transaction notification, promptly and in any case, payment of transaction VISA After having carried out by the Member, MasterCard in accordance with the rules of correction requests may be made. In this case, if it is proven that the said notification is correct, the relevant transaction fee may be refunded to the Member .

(2) HIT , especially following conditions including Suspicious Transactions in the case and to report to him by the system user or partner, the transaction amount 's payment to the transaction has the right to give consent for storage up to date. If the suspicious situation becomes definite provided that it is documented, the payments will not be processed.

- If there is any suspicion that the Payment Transaction does not comply with legal provisions,

- Payment Transaction and Payment transaction in the holder of the credit card used except if there is a doubt for information has been made,

- Payment Transaction and Payment of transaction if there is a doubt for information has been made outside the owner's bank account that was used,

- Payment of the transaction whether or not an actual payment transactions (excluding testing) If any doubt.

(3) In the event that the payment instrument is used by others due to the use of a lost or stolen Payment Instrument or the personal security information not being properly kept, the Member shall be liable for the damages arising from the payment transactions he has not authorized . The member is not responsible for the payment transactions that he did not authorize after his notification. In the event of fraudulent use of the Payment Tool or willfully or grossly negligent failure to fulfill its notification obligations, the Member shall be liable for all damages arising from the unauthorized transaction.

(4) If the credit card holder used during the RESERVATION on the PLATFORM is not the same person or if a security vulnerability is detected regarding the credit card used before the product is provided to the MEMBER , the PLATFORM will provide the identity and contact information of the credit card holder, the credit used in RESERVATION . request from the MEMBER to submit the statement of the card for the previous month or a letter from the bank of the cardholder indicating that the credit card belongs to him . The MEMBER will be able to freeze the RESERVATION in the period until the information / documents subject to the request are provided, and if the aforementioned requests are not met within 24 hours, the PLATFORM has the right to cancel the RESERVATION .

(5) In case the member makes the payment without the knowledge of the stolen / lost or the cardholder, PLATFORM shall be subject to Article 17 of the Bank Cards and Credit Cards Law dated 23.02.2006. In the event that the transaction takes place despite the necessary controls; PLATFORM may notify the relevant institutions about the Member in accordance with Articles 36 and 37 of the same law.

ARTICLE 6- RIGHTS AND OBLIGATIONS OF THE PARTIES

a - The Member declares and undertakes that he / she will immediately compensate all damages that the Company may incur due to the inaccuracy of personal and other information provided while becoming a member of the Platform and / or not being updated by the Member despite changes in Member information. When creating the transfer request, the member has to enter the name and surname of the real person who will benefit from the transfer service, ID / passport number to the Platform for processing to the U-ETDS system.

b -Member, the platform of the scope of membership to use passwords that can not get to any third party. All legal and criminal responsibility for the use of the password and the system access tools used to benefit from the Platform belongs to the Member . While using the Platform , the Member agrees, declares and undertakes to comply with all legal regulations and not to violate these provisions. Any legal and criminal liability to be applied to PROGO due to the provision of services to another real person other than the member information contained in the PLATFORM or the incomplete processing of member information to the PLATFORM will be fully and exclusively belong to the Member and the person benefiting from the transportation activity .

c - The Member accepts that the HIT may update the terms of this Agreement at any time without the need for prior notice and / or warning, and that any provision that is updated, amended or removed will result from the moment it is announced on the platform.

d - HIT will not be held liable for unauthorized seizure of Member information and data and for damages to Member information and data, despite taking the necessary information security measures.

HIT is not responsible for any direct or indirect damages that may be incurred due to the use of the e - Platform by the Member .

f - Member, Driver Search by disputes consisting of water in HIT ' s any task (such as a mediator or arbitrator), or whether the responsibility and offered by Driver Te scope of SIMA Service again HIT ' s whether any responsibility, assume that the driver of the sole interlocutor with reference to this topic , declares and undertakes. In addition, the member cannot hold the Company liable for the acts they have committed to each other regarding the transportation service agreement with the driver or the agreement they may sign externally , HIT is not a party to the said transportation service agreement or any agreement they will sign externally, the operator, employer and / or It accepts and undertakes that it does not have a performance assistant or similar title.

g - Members cannot transfer their rights and obligations arising from this Agreement without the Company's approval. If the Company transfers

its rights and obligations arising from the Agreement to third parties, the member business undertakes to accept this situation in advance.

h - In the event that the Member violates the provisions of this Agreement, the criminal and legal liability arising from the violations belongs personally to the Member . The Member shall keep the Company free from all damages, lawsuits, demands and claims that may arise due to their violations. Also; The Company reserves the right to demand compensation from the Member due to such violations .

i-The Company always has the right to suspend or terminate the membership of the Member and delete all information, data, documents and files belonging to the Member without undertaking any liability and without compensation . HIT , the service scope, the platform the content, modify at any time the design and software, to the Members change any service provided, suspend or terminate and any time reserves the right to delete user information and data stored on the platform.

j - Member of the platform location information when using, will share PLATFORM manager. When the PLATFORM is closed (running in the background), location information will be used to provide better service to the Member . In case the member does not share the location information with the PLATFORM, the member cannot avoid making the payment in case the service is provided incompletely or the service cannot be provided.

k - MEMBER may not use the website of the PLATFORM and MOBILE APPLICATION in a way that disrupts public order, violates general morality, disturbs and harasses others, for an illegal purpose, violates the material and moral rights of others. In addition, it cannot be involved in activities (spam , virus , trojan horse, etc.) that prevent or make it difficult for other members to use the services .

l - If the MEMBER chooses the shared travel method , the Platform owner accepts in advance that he is not responsible for a theft in the vehicle.

m- If the MEMBER chooses the shared travel method from the system, he / she cannot accept that he / she has not selected it, and cannot request the cancellation of the reservation by requesting the allocation of a special vehicle.

n - PLATFORM can transport the Member with its own vehicles as well as with the vehicles of other agencies.

o - MEMBER cannot request to be left to another address other than the destination address in the shared travel method .

ARTICLE 7- TERM OF THE CONTRACT, TERMINATION AND AUTHORIZED MARKETING APPROVAL

a - This Agreement will enter into force on the date of acceptance and will remain in effect unless terminated by the parties.

b - The parties will always be able to terminate this Agreement with the termination notice made through the platform. However, the mutual obligations of the parties until the termination date remain reserved.

c- In the event that the member business does not want the campaigns to be delivered by the PLATFORM to him in this contract, he may at any time abolish the marketing permission of the PLATFORM by e-mail to support@progotravel.com .

ARTICLE 8- RIGHT OF WITHDRAWAL

MEMBER, in accordance with Article 5. (a) 2 of this contract, up to 3 hours before the inner city RESERVATION time; Can use the right of withdrawal up to 6 hours before out of town BOOKING . Shared rides do not have the right to cancel, change or withdraw. Failure to comply with the specified hours of the REZERVAYO the member is not entitled to the right to withdraw and change.

ARTICLE 9 - PROTECTION OF PERSONAL DATA

Personal data belonging to the MEMBER can be obtained verbally through various means such as the website, social media channels, automatically or non-automatically, depending on the service provided by the PLATFORM and the commercial activity it carries out, within the scope of the Personal Data Protection Law (KVKK) No.6698 can be collected in written or electronic media and processed by the PLATFORM as data processor. The data will be stored for as long as the purpose of the MEMBER to provide this information is valid and in cases where the relevant legislation stipulates the storage of the Data , for the legal periods specified in the legislation. At the end of these periods , the data will be deleted, destroyed or anonymized officially or upon the request of the MEMBER in accordance with Article 7 of the KVKK . PLATFORM takes necessary security measures to prevent the loss of stored and recorded data, to prevent unauthorized use and to prevent illegal use.

ARTICLE 10- MISCELLANEOUS PROVISIONS

a - The terms and conditions to be announced on the www.progotravel.com website for the provision of services by the HIT constitute an annex and integral part of this Agreement .

b - Any dues, fees and taxes arising from this Agreement will be paid equally by the Parties .

c - The parties cannot transfer or assign their receivables arising from this Agreement to third parties without the written consent of the other Party .

d - HIT , the Convention of any changes, may declare the website and / or new versions of the published exceed the date may publish, including the weight.

e Member, laws and VISA, MasterCard and other payment card companies and authorities (BRSA . , CBT , etc.) HIT rules with rules drawn up by will comply with lara and procedures.

f - In the event that any provision of this Agreement is invalid for any reason, the applicability and / or validity of the other provisions or the Agreement will not be affected by this invalidity.

g - The Parties agree that the records accessible through the Platform or the Management Interface will be accepted as an evidence agreement between the Parties .

h- MEMBER is deemed to have accepted all the terms of this agreement when it performs the membership transaction through the PLATFORM. PLATFORM, confirmation that will happen before BOOKING MEMBERS read and accepted the present Convention as the necessary software flat is obliged to make someone cross.

i - The parties have accepted the authority of Istanbul Courts and Enforcement Offices for the settlement of disputes arising from this Agreement .

k - If the parties do not notify the other party of the changes in their addresses specified in this Agreement in writing, the notifications and notifications to be made to the addresses specified in this agreement shall be deemed as valid notification. HIT , under this Agreement on Member notifications to be made for the contract at specified times of the Members shall be made via e-mail will be forwarded to the specified address. However, in accordance with Article 18/3 of the Turkish Commercial Code, notifications regarding default of the other party or termination of the Contract will be made via a notary public, registered letter, telegram or a registered electronic mail system using a secure electronic signature.