

Membership and Usage Agreement

This Membership and Usage Agreement ("Agreement") has been mutually accepted electronically between Magfi Dijital Medya Bilişim Teknolojileri Yazılım ve Reklamcılık Anonim Şirketi ("Magfi"), located at Çifte Havuzlar Mahallesi Eski Londra Asfaltı Caddesi Kuluçka Merkezi A1 Blok No:151/1C B34, and "Advertiser" and/or "Channel Owner" who have read this Agreement and electronically approved it during registration to the Application or Website defined below, or "Users" who access the Platform solely for the purpose of using it, and has entered into force under the following terms and conditions.

Advertiser, Channel Owner, and Magfi shall individually be referred to as a "Party" and collectively as "Parties". Advertiser and Channel Owner shall individually be referred to as a "Member" and collectively as "Members".

The Application and/or Website shall hereinafter collectively be referred to as the "Platform". For Users who only use the Platform or browse the Platform without being an Advertiser or Channel Owner, only Articles 6, 7, 8, 9, 10, 11, 12, and 13 of the Agreement shall apply to the extent applicable. With respect to these articles, Advertisers, Channel Owners, and those who only use the Platform without being Advertisers or Channel Owners shall be referred to as "User".

For the agreement governing the relationship between the Advertiser and Magfi, please review the Advertiser Agreement available on the Website.

For the agreement governing the relationship between the Channel Owner and Magfi, please review the Channel Owner Agreement available on the Application.

This Agreement has been executed to govern the membership and Platform usage relationship between the Parties; for our practices regarding how we process your personal data during your use of the Platform, please review the Privacy Policy document.

If you are approving this Agreement as an Advertiser or Channel Owner, please review the Advertising Publication Rules document and ensure that the content you request to publish complies with these rules. In any case, Magfi reserves the unilateral right to refuse to publish the relevant advertisement.

1. Definitions

- Service** : Any and all services provided by Magfi to Channel Owners and Advertisers through the Application and/or Website for the publication of Advertisements provided by the Advertiser on the Channel.
- Channel:** : Refers to a public or private channel or chat group in Telegram or Discord applications.
- Channel Owner** : A Member who is the owner or administrator of a public or private channel or chat group in Telegram or Discord applications. The Channel Owner

evaluates Advertisement offers from Advertisers in the Application and decides whether they will be published on their channel.

- Category** : The class to which Channels belong as determined by Magfi through periodic evaluations based on content, total visitor/member count, visitor/member growth rate, currency, originality, design, interests, hobbies, and similar qualities.
- Advertisement** : A post containing any promotional material for a product, service, or website presented in formats accepted by the Platform.
- Advertiser** : A Member who creates Advertisements and pays for their publication.
- Application** : The mobile application named Magfi Ads through which the Channel Owner receives the Service.
- Website** : The website named www.magfiads.com through which the Advertiser receives the Service.

2. General Terms and Conditions

- 2.1 The Platform belongs to Magfi and is operated by Magfi for the purpose of providing the Services. Through the Platform, Magfi will ensure that Channel names, the applications on which they are located, links and other addresses used for access, and their Categories, if any, and records related to Advertisements can be viewed by the Advertiser; and details related to the publication of the Advertisement, earned fees, and other details can be viewed by the Channel Owner.
- 2.2 The username and password information needed by Members to perform transactions on the Platform are created by Members during the membership process upon approval of this Agreement, and the security and confidentiality of this information are entirely the responsibility of the Members.
- 2.3 Members accept, declare, and undertake that transactions carried out with their username and password have been carried out by themselves, that they are responsible for such transactions, and that they cannot raise any defense and/or objection claiming that they did not perform such transactions and/or will not avoid fulfilling their obligations based on such defense or objection.
- 2.4 Magfi may change the content and service scope offered through the Platform at any time, provided that notice is given, and may terminate the display of certain Channels through the Platform or remove them from the Platform's scope if desired.
- 2.5 Members accept, declare, and undertake that they know that Magfi (i) has no control over the Channels; (ii) has no responsibility regarding the accuracy and legality of information and content on the Channels; (iii) is not responsible for possible defamation, disparagement, statements contrary to law or morality, or content that will create a commercially negative

effect that may arise or be found in the Channels; and (iv) has no responsibility regarding any information, content, material, or data on the Channels containing viruses, spyware, malicious software, trojans, etc. that may cause damage.

- 2.6 Magfi will make its best effort to maintain the application's working performance at the required level, to ensure that the application can produce/display reports related to regular Advertisement publications and display Advertisements, and to transfer the capabilities required by the industry standard technological stage to the Platform.
- 2.7 The Advertiser is responsible for selecting the Categories of Channels where they want the Advertisement to be published. The Advertiser will determine which Category they want their Advertisement to be published in or not published in through the Platform.
- 2.8 The Advertiser is responsible for ensuring that all files/links related to the Advertisement are completely free from malicious software, viruses, trojans, harmful software, attack-purpose codes, and all other types of programs, codes, and add-ons that attempt to make unauthorized connections, and also that these Advertisement contents are accurate and legal, do not result in defamation, disparagement, commercial slander, threats or harassment or any other consequences contrary to law or morality, and comply with applicable legislation. If the Advertisement causes any infringement of rights or falls within the scope of a crime or becomes subject to administrative measures or penalties, the Advertiser will be responsible for any damages, administrative and judicial measures, penalties, and compensation that may be incurred by Magfi or the Channel Owner.
- 2.9 At no stage and in no way does Magfi have any responsibility to check whether there is any illegality in the Advertisement or the Channel. However, in the event that the reasons listed in this article exist or in cases where Magfi determines a violation of the Advertisement Publication Rules, Magfi has the right to notify the Channel Owner to temporarily or permanently stop the publication of the relevant Advertisement without giving any notice to the Advertiser, or to directly postpone/stop the publication of the Advertisement.
- 2.10 The Advertisement contents that the Advertiser wants to be published are displayed on the relevant Channel via the relevant automatic content-generating/transmitting chatbots on the date(s) determined by Magfi or on the date(s) determined by the Advertiser. If the Channel Owner terminates the publication of the Advertisement in the Channel before the determined period or intervenes in its publication/content in any way, Magfi will have no responsibility for damages resulting from this action of the Channel Owner.
- 2.11 Members cannot make Advertisements, promotions, and announcements that deceive or mislead consumers or exploit their lack of experience and knowledge, endanger consumer life and property safety, encourage acts of violence and crime, disrupt public health, exploit patients, the elderly, children, and the disabled, or engage in covert advertising. All legal and criminal liability arising from the publication of Advertisements, promotions, and announcements contrary to these principles and covert advertising belongs to the relevant Member.

- 2.12 Members may not in any way advertise products that are free to consume and sell but for which there are legal barriers to advertising on the Channel. Magfi has the right to disapprove, reject, or stop the publication of such Advertisements and delete them.
- 2.13 Members may delete their membership through the Platform at any time. The provisions of the Advertiser Agreement and Channel Owner Agreement are reserved.

3. Magfi's Rights and Responsibilities

- 3.1 Magfi is obligated to direct the Advertisement content determined by the Advertiser to the Channel in social media/messaging applications belonging to persons who have become Members as Channel Owners on the Platform and have accepted to publish Advertisements provided by Magfi, in accordance with the words/triggers and other preferences determined by the Advertiser, and to direct to the website/content that the Advertiser wants to be directed to, if any.
- 3.2 Magfi has the right to examine the Advertisement delivered to it by the Advertiser or third-party platforms to which the Advertisement is directed and to reject or stop the Advertisement.
- 3.3 Information about credit cards and bank cards entered by the Member for membership to the Platform, purchasing products/services, updating information, or receiving payment is not stored by Magfi. The registration process is stored in the BDDK (Banking Regulation and Supervision Agency) approved payment infrastructure and cannot be viewed by other members and customers. You need to review the legal texts of the approved payment infrastructure for the information you provide in this context. For matters related to Magfi's request for payment from credit cards and bank cards, the Advertiser Agreement or Channel Owner Agreement must be reviewed.
- 3.4 If the Member chooses to make payments and/or withdrawals through the cryptocurrency infrastructure for the purpose of membership, purchasing products/services, updating information, or receiving payment; the Member is exclusively responsible for the accuracy of all information, including the cryptocurrency wallet address, network selection, and other information entered during the transaction. This information entered during these transactions is not stored by Magfi. You need to review the legal texts of the payment infrastructure for the information you provide in this context. For matters related to Magfi's request for payment through the cryptocurrency infrastructure system, the Advertiser Agreement or Channel Owner Agreement must be reviewed.
- 3.5 Magfi cannot be held responsible in any way for errors that may arise in cryptocurrency transactions carried out through the cryptocurrency payment infrastructure, from the Member and/or the cryptocurrency payment infrastructure system (such as entering an incorrect wallet address, wrong blockchain network selection, and without limitation all other Member and cryptocurrency payment infrastructure system errors) and for consequences that may arise from these errors. No compensation claim can be made from Magfi due to such errors.

- 3.6 In payments and withdrawals made with cryptocurrency, the refund process can only be initiated by the cryptocurrency payment infrastructure system in case the payment or withdrawal cannot be carried out "for security reasons". In such cases, since the cryptocurrency wallet address entered in the first transaction may pose a security risk, the Member must provide a valid and new cryptocurrency wallet address for the refund. Otherwise, the refund process cannot be carried out.
- 3.7 The Member accepts, declares, and undertakes that necessary warnings are displayed by the cryptocurrency payment infrastructure system at each step where they transact with cryptocurrency and that they perform the transaction by taking these warnings into account.

4. Advertiser's Responsibilities

- 4.1. The Advertiser will always act in accordance with the Advertiser Agreement.
- 4.2. The Advertiser undertakes that the information specified in the relevant application form/screen on the Platform, including corporate name, bank details, tax account, and contact information, is and will be accurate and up-to-date. Failure to publish the Advertisement or to benefit from the Services due to a breach of this undertaking is not Magfi's responsibility.
- 4.3. Magfi information will also be included in the connection views/links where the Advertiser publishes the Advertisement on the Channel. The Advertiser cannot request the removal, modification, or hiding of Magfi information in the Advertisement link.
- 4.4. The Advertiser will not directly communicate with any Channel Owner or Channel user where the Advertisement is published. They will direct their issues, opinions, and suggestions regarding the Channel directly to Magfi.
- 4.5. The Advertiser will be solely responsible for all claims and lawsuits related to intellectual property rights that may arise from the content included in the Advertisement and the content they link to within the Advertisement. The Advertiser declares and undertakes that all Advertisement contents are their own works and studies, or that they have the rights to use, distribute, communicate to the public, process, transmit, and similar rights with respect to those belonging to third parties.

5. Channel Owner Rights and Responsibilities

- 5.1 The Channel Owner will always act in accordance with the Channel Owner Agreement.
- 5.2 The Channel Owner undertakes that the information specified in the relevant application form/screen on the Platform, including bank details and contact information, is and will be accurate and up-to-date. Failure to receive payment due to a breach of this undertaking is not Magfi's responsibility.

- 5.3** The Channel Owner accepts and undertakes to make the necessary effort to ensure that there is no content that is contrary to law, legislation, morality, and Advertisement Publication Rules in the Channel's content.
- 5.4** The Channel Owner accepts and undertakes that they will continue to be the owner of the Channel for the duration of this Agreement and that the information specified in the relevant application form/screen on the Platform will be accurate and up-to-date. Failure to publish the Advertisement or to benefit from the Services or to receive payment due to a breach of this undertaking is not Magfi's responsibility.
- 5.5** The Channel Owner will not directly communicate with any Advertiser publishing an Advertisement. They will direct their issues, opinions, and suggestions regarding the Advertisement directly to Magfi.
- 5.6** The Channel Owner declares and undertakes that they will check the Platform at regular intervals.

6. Platform Usage Conditions

Users can start using the Platform by accessing the interface. Users have the limited right to use the Platform within the conditions defined in this Agreement and legal limitations.

For a User wishing to become a Member, they must fill out the information requested on the Platform with accurate and current information and approve the relevant agreement. The User wishing to become a Member must be over 18 years of age, and membership begins upon completion of the approval process and notification to the User.

Users accept and undertake to use the Platform in accordance with the relevant legislation provisions, ethical rules, and all rules and laws regarding internet usage.

There may be interruptions in communication between the Platform and the User due to technical problems such as errors, negligence, interruptions, deletions, corruption, delays in transmission, or communication network failures (infrastructure and/or hardware problems) that do not originate from the Platform, and this may cause a decrease in service quality. Magfi does not accept responsibility for such problems and/or interruptions.

Magfi attaches importance to the processing, security, and protection of personal data provided by Users and/or Members through the Platform in accordance with all legislation, including Law No. 6698 on the Protection of Personal Data. Magfi transfers and processes personal data provided by Users and/or Members in accordance with the Privacy Policy.

Users accept, declare, and undertake that they will not perform the following illegal and immoral actions (but not limited to those listed) while visiting and using the Platform:

- Acting contrary to the current legislation provisions and regulations regarding internet usage,
- Not providing current and accurate information about themselves, using illegally obtained information belonging to someone else,

- Illegally obtaining or attempting to obtain User information,
- Illegally using or attempting to modify information provided by Magfi,
- Violating the personal and intellectual property rights of Magfi and/or a third party,
- Uploading, sharing, and/or publishing any content that is illegal, obscene, violates others' privacy, pornographic, contains nudity, or depicts nudity,
- Engaging in actions that damage the reputation of Magfi and/or a third party or hinder Magfi's activities,
- Transmitting information that is illegal to transmit and/or sharing harmful data such as software viruses,
- Without being limited to those listed above, making illegal and/or immoral shares that violate the rights of third parties and create unfair competition,
- Engaging in behaviors and activities that will negatively affect/hinder the functioning of the Platform,
- Manipulating the functioning of the Platform, obstructing security systems,
- Preparing automatic programs to render the Platform unusable or attempting to do so.

Magfi does not guarantee the continuity, quality, accuracy, error-free or virus-free nature of the service it provides, or that the service will be uninterrupted. Magfi has no responsibility for damages arising from a possible violation within the scope of this article.

Users accept, declare, and undertake not to use, copy, publish, distribute, or transfer images, texts, visual and audio images, files, articles, statistics, information, content, databases, catalogs, and lists on the Platform in a way that would violate personal rights, intellectual property rights, property rights, or rights related to goods or services that may be subject to Magfi's intellectual property rights.

Magfi may restrict or stop access to the Platform without notice in cases it deems necessary, such as ensuring the operational security of the network, continuity of access to the network, preventing possible failures that may occur in the network, software, or stored files, or reducing the effect of the failure.

In cases where the Platform provides links to other internet sites, the privacy-security policy and usage conditions of those sites apply for all uses and transactions; Magfi is not responsible for information usage from other websites accessed through advertisements, banners, content, or for any other purpose from the Platform, as well as for conflicts, material-moral damages, and losses that may occur due to the ethical principles, privacy-security principles, service quality, and other applications of the sites.

7. Intellectual Property Rights

7.1 Users acknowledge that the Platform belongs to Magfi and is operated by Magfi. The content of the Platform is protected under intellectual and industrial property law. The exclusive right to use all kinds of software, design, source code, object (target) code, guide directory,

visual or content (including content shared by you) on the Platform belongs to Magfi. In this context, all content, all works and studies on the Platform (including but not limited to interface, advertisement database, content database, design, text, image, software code, and other codes), all elements/parts/rights exclusively belong to Magfi and/or are used under a legally valid license right obtained by Magfi from a third party.

- 7.2** Users accept, declare, and undertake that they will not violate Magfi's intellectual and industrial property rights on the Platform.
- 7.3** Users accept, declare, and undertake that they will not attempt to find the source code of the Platform or make any other operation aimed at copying it, such as reverse engineering, that they will not violate the security of any computer network, that they will not break security encryption codes, that they will not send SPAM mail or attempt to use malicious software, otherwise they will be responsible for all kinds of damages that Magfi and third parties may suffer.
- 7.4** The Parties declare and accept that within the scope of this Agreement, the Advertiser Agreement, and the Channel Owner Agreement, any promotional material, visual, text, and similar work product that can be considered as a work provided by the Advertiser is provided only for use within the scope of the Agreement and that the Parties know this, and that the relevant products will not be used for another purpose.

8. Termination of the Platform

Without prejudice to the provisions of the Advertiser Agreement and Channel Owner Agreement, Magfi may terminate part or all of the Platform, which forms the basis of this Agreement, at any time without prior notice and without relying on a reason.

9. Amendments

Magfi may unilaterally amend this Agreement at any time it deems appropriate, provided that it is effective as of the date announced on the Platform.

10. Entry into Force of the Agreement

The Agreement enters into force for Users at the time the Platform is visited. The provisions to be applied to the Advertiser and Channel Owner for membership will begin to apply from the moment they are approved through the Platform. The Agreement, which contains all the provisions agreed upon by the Parties, supersedes all previous written and verbal arrangements between the Parties.

11. Confidentiality

The Parties undertake to consider all kinds of information (including but not limited to personal data) that they will obtain about each other and business processes due to the content of this Agreement or the work they perform based on this Agreement or within the scope of the execution of this Agreement as confidential information unless otherwise specified, and not to share or disclose this confidential information (such as but not limited to Advertisement click-through rates and Advertisement display fees) with third parties and organizations unless there is

any legal reason to the contrary. The Parties have accepted and undertaken that they will not disclose the confidential information specified in this article to third parties unless there is any legal obligation and that they will take the necessary measures to ensure that the auxiliary persons they employ comply with this matter, both during the term of this Agreement and after its termination.

12. Force Majeure

Events that cannot be foreseen by the Parties at the time of the conclusion of the Agreement and that partially or completely eliminate the fulfillment of the obligations arising from this Agreement, such as natural disasters, war, civil war, mobilization, fire, pandemic (epidemic disease), explosion, uprising, terror, cyber attack, long-term and general-scope power outage, decision to block access to the internet site(s) where the advertisement(s) will be published, which would prevent the publication of the advertisement(s), to the IP addresses to which these sites are connected, and to ad server systems, legislative changes, and other events beyond the control of the parties, are considered force majeure. In all situations mentioned in this article and all situations not mentioned in this article but legally qualified as force majeure, Magfi is not responsible for late or incomplete performance or non-performance of any of its obligations determined by the Agreement. In cases of force majeure, delay, incomplete performance, or non-performance or default will not be considered as such, and no compensation will be claimed from Magfi by the Member under any name for these situations. If the force majeure situation continues for more than 30 (thirty) days, Magfi will be able to terminate the Agreement unilaterally without any obligation to pay compensation.

13. Miscellaneous Provisions

- 13.1** All notifications to be made due to this Agreement will be made via Magfi's e-mail address info@magfi.co and the e-mail address specified by the Member in the membership application form. The Parties agree that unless they notify the other party in writing of changes in their current e-mails within 3 (three) days, requests to be made to the old e-mails will be valid and will be deemed to have been made to them.
- 13.2** In all disputes that may arise regarding this Agreement, the provisions of this Agreement will be applied first, and for matters not found in this Agreement, the Laws of the Republic of Turkey will be applied. The place of resolution for disputes arising from the implementation of the Agreement is Istanbul Central (Çağlayan) Courts and Enforcement Offices.
- 13.3** The Privacy Policy, Advertiser Agreement or Channel Owner Agreement, Advertisement Publication Rules, and any additions, regulations, and changes to be made to this Agreement are integral parts of this Agreement.