

## **MEMBERSHIP AGREEMENT**

### **1.Parties:**

**a.** Mengi Yay Denizcilik Sanayi ve Ticaret Anonim Şirketi (Mengi Yay Denizcilik/Seller), located at Evliya Çelebi Mahallesi Gani Sokak No:14 İç Kapı No:1 Tuzla/İstanbul, which carries out the activities of the website store.mengiyay.com. )

**b.** store.mengiyay.com internet user who is a member of the website (referred to as Member. )

### **2.Subject of the Contract:**

The subject of this Agreement is to determine the conditions for Ü ye to benefit from the website store.mengiyay.com owned by Mengi Yay Shipping.

### **3. Rights and Obligations of the Parties:**

**3.1.** The Member declares and undertakes that the personal and other information provided by the store.mengiyay.com while becoming a member of the website is correct before the law and that the Seller will compensate all damages to be incurred due to the untruthfulness of this information in full and immediately.

**3.2.** The Member may not give the password given to him by the Seller to other persons or organizations, the Member has the right to use the password in question. For all liability that may arise for this reason and against all claims and demands that may be asserted against the Seller by third parties or competent authorities, the Seller reserves the right to all kinds of compensation and other claims arising from such unauthorized use.

**3.3.** The Member accepts and undertakes from the beginning to comply with the provisions of the legal legislation and not to neglect them while using the website store.mengiyay.com. Otherwise, all legal and criminal liabilities that may arise shall be fully and exclusively binding on the Member.

**3.4.** The Member may not use the website store.mengiyay.com in any way to disturb public order, contrary to general morality, to disturb and harass others, for an unlawful purpose, to infringe on the intellectual and copyrights of others. In addition, the Member may not engage in activities or actions that prevent or make it difficult for others to use the services.

**3.5.** The opinions and opinions declared, written and used by Üyeler on the website of the store.mengiyay.com are entirely the personal opinions of the Members and are binding on the owner of the opinion. These opinions and thoughts have no interest or connection with the Seller. The Seller does not have any responsibility for the damages that may be incurred by third parties due to the ideas and opinions to be expressed by the Member and for the damages that may be incurred by Ü ye due to the ideas and opinions to be expressed by third parties.

**3.6.** The Member agrees not to access or use the software and data of other internet users without permission. Otherwise, the legal and criminal responsibilities that may arise from this shall belong entirely to the Member.

**3.7.** The Member who violates one or more of the articles listed in this Membership Agreement shall be personally and criminally liable for this violation and shall keep the Seller free from the legal and criminal consequences of these violations. In addition; Due to this violation, if the incident is transferred to the field of law, the Seller reserves the right to claim compensation against the Member for non-compliance with the Membership Agreement.

**3.8.** The Seller always has the right to unilaterally delete the Member's membership and to delete the files, documents and information belonging to the customer if necessary. The Member agrees in advance to this disposition. In this case, Seller has no liability.

**3.9.** store.mengiyay.com website software and design are the property of Mengi Yay Denizcilik and the copyright and/or other intellectual property rights related to them are protected by the relevant laws and cannot be used, acquired or modified by the Member without permission.

**3.10. The name and Internet Protocol (IP) address of store.mengiyay.com** the internet service provider used by the Seller to access the website in order to improve, develop and /or within the framework of legal legislation, the date and time the Site is accessed, the pages accessed during the current site and the Internet address of the Website that provides direct connection to the site i may collect certain information.

**3.11.** The Seller may use the personal information of the members in order to provide a better service to its users, to improve its products and services, to facilitate the use of the site, in order to work towards the specific preferences and interests of its users. The Seller reserves the right to keep a record of the Member's movements on the store.mengiyay.com website.

3.12. Seller may disclose Member's personal information when requested as a legal obligation or (a) comply with legal requirements or comply with legal process communicated to Seller; (b) Seller and Seller may disclose the rights and property of the family of the website when it believes in good faith that it is necessary to protect and defend them.

**3.13.** Measures have been taken within the existing possibilities to ensure that the Seller's website is free from viruses and similar software. In addition, in order to ensure ultimate security, the user must supply his own virus protection system and provide the necessary protection. In this context, the Member accepts that he/she is responsible for all errors that may occur in his/her own software and operating systems and their direct or indirect consequences upon entering the Seller's website.

**3.14. Seller reserves the right to change the content of the site at any time,** to change or terminate any service provided to users, or to delete user information and data registered on the Seller site.

**3.15.** Seller may change, update or cancel the terms of the S-R agreement at any time without prior notice and/or warning in any form or form. Any provision that is changed, updated or repealed shall be effective for all members on the date of publication.

**3.16.** The Member shall not assign its rights or obligations in full or in part under this membership agreement without the prior written consent of the Seller.

#### **4. Force Majeure:**

Labor disputes, including riots, embargoes, state interventions, riots, occupations, war, mobilizations, strikes, lockouts, business actions, or boycotts, cyber attacks, communication problems, infrastructure and internet failures, system improvement or renovation works and any malfunctions that may occur due to this, power outage, fire, explosion, storm, flood, earthquake, migration, epidemic or if any other natural disaster or other event beyond Mengi Yay Shipping's control, which is not caused by its fault and which cannot be reasonably foreseen, prevents or delays Mengi Yay Shipping from performing its obligations under this membership agreement, Mengi Yay Shipping shall not be held liable for its obligations whose performance is blocked or delayed as a result of force majeure and this shall not be considered as a violation of this membership agreement.

#### **5. Termination of Contract:**

This Swill remain in effect for the Member's cancellation of his/her membership or the cancellation of his/her membership by the Seller. In the event that the Seller Member violates any provision of the Üyelik Sagreement, it may unilaterally terminate the contract by canceling the membership of the Üye.

#### **6. Dispute Resolution:**

Istanbul Anatolian Courts and Enforcement Offices are authorized in disputes related to this Agreement.

#### **7. Effective:**

A membership registration orpin of a member means that the Member has read all the articles in the Üyelik S agreement and accepts the articles in the Üyelik Sagreement. This Swas concluded immediately upon membership of the Treaty and entered into force mutually.