

BİNBİN END-USER AGREEMENT

1. PARTIES

The hereby Binbin End User Agreement and its annexes (shall be referred to as “**Contract**” hereinafter) residing at “Saray Mah. Sanayi Cad. No: 54/2 Ümraniye, İstanbul” (Authorization Number: BKN.E-S.1113304.1) (MERSIS NO: 0742046609800017/ Tax No: 7420466098-Alemdağ V.D.) “**Bin Ulaşım ve Akıllı Şehir Teknolojileri Anonim Şirketi** (shall be referred to as “BinBin or BİNBİN” hereinafter) and the beneficiaries under the conditions in this Agreement (shall be referred to as the”USER”) and entered into force by mutual consent.

In this Agreement, Binbin and the USER shall be severally referred to as “Party” and jointly as “Parties”.

2. SUBJECT MATTER AND SCOPE

The hereby Agreement regulates the conditions regarding the lease services (shall be referred to as "Services") offered through the BinBin mobile application and the rules fo using the application. If the conditions set out in this Agreement are not accepted by the USER, the USER will not be able to access and use the Services. In case services are accessed and/or made available by the USER through the application, it is assumed that all the terms and conditions in this Agreement that establish a contractual relationship between the USER and BIN have been accepted and approved. This Agreement supersedes previous contracts and agreements between the Parties. In chronological order he last agreement approved by the USER, abolishes the previous agreement. This Agreement must be carefully read by the USER who visits and/or uses the BinBin website or mobile application in any way before the mobile application is used. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING THE SERVICES.

3. DEFINITIONS

The terms used herein shall have the following meaning:

3.1 Vehicles / Vehicles: Refers to electric scooter/ e-scooter type vehicles that have been previously released and put into use by BinBin provided that the conditions specified in this Agreement are complied with.

3.2 Fee: Excluding other fees (distance fee, damage fee, penalties, etc.) determined according to the USER's period of use of Scooter refers to the fee that the USER will pay for a maximum of 24 (twenty-four) hours of use of Scooter.

3.3 Services/Service: The services offered by BINBIN involve;

(i) BINBIN-Electric Scooter mobile application and its associated website, (ii) BINBIN-Electric Scooters, (iii) All other related equipment, personnel, services, applications, websites and all information created or offered by BinBin.

3.4 Rules: It contains all the rules contained in this Agreement regarding the USER's use of the Services or announced on BINBIN'S website or other parts of the mobile application.

3.5 User: Refers to the end user who wants to use the BinBin mobile application to benefit from the Services offered by BinBin.

3.6 Personal Information/ Confidential Information: To identify the user all kinds of information including the name/surname, gender, address, phone number, e-mail address of the user and any other information.

4. GENERAL LEASE AND USE OF VEHICLE

4.1 Under the scope of this agreement, in order to benefit from the Services; you must register and use an active USER service account ("Account") is required. You must be at least 15(fifteen)years old to have an Account and use the Service. For people under age of 15(fifteen) to use BinBin Vehicles with the consent of their parent/legal guardians are not possible under any circumstances. Authentication may be requested in order to access to and use of the Services. The USER, accepts that if s/he refuses to show proof of identity, accession and use of the Services may be blocked. Besides, if BinBin detects in any way that the USER is registered in the system by filling in the user's identity information incorrectly, the USER's access to the Services will be blocked and the USER Account will be removed, and the provision of Article 18 of this Agreement will be applicable.

4.2 You must provide BinBin with at least one valid payment method (credit card or other accepted way of payment) while creating the USER account, right along side some Personal Information such as name/surname, current address, phone number and age. The USER accepts, declares and undertakes that all the information provided in his Account is accurate, complete, truthful and up-to-date. The USER agrees that if s/he enters an unacceptable or expired payment instrument or provides inaccurate, incomplete and out-of-date information, his/her access to the Services and use of the Services will be blocked. If BinBin determines that the USER is engaged in fraudulent activities by any means, the right to apply for legal remedies is reserved, and BinBin compensates the damage it has incurred from the USER.

4.3 The USER is able to access the closest Vehicle to his/her locations through the “BinBin/bin bin” mobile application. In order to start using it, the barcode (QR code) on the mobile application must be read. After the journey is completed, the USER undertakes to lock the Vehicle through the mobile application and to end his/her journey by taking a photo of the Vehicle and uploading it to the system, and also not to go beyond the boundary lines shown in the BinBin application. BinBin provides services if the Vehicles are available, and does not guarantee the availability of any Vehicle at any time. In order for USERS to benefit from the service, the USER agrees and undertakes to deliver the Vehicle on time and complete.

4.4 The USER accepts that s/he is solely responsible for providing the data network access to use the Services. The USER is aware and accepts that if he/she accesses or uses the Services from a device with wireless internet access, the mobile network data will be used. The USER accepts that s/he is responsible for the software and/or updates required for the use of the Services offered in the BinBin mobile application. BinBin does not assure that the Services and any part of the Services will work with any particular software and/or device. The USER is aware that malfunctions and/or delays may occur in the Services due to the use of the internet and electronic communication, and accepts this situation from the beginning.

4.5 USER is a single user. BinBin and the USER are the only parties to this Agreement. The USER is an individual user and is solely responsible for all terms and conditions set forth herein. When the USER activates a Vehicle in his/her region, s/he accepts and undertakes that s/he will only use

this Vehicle. The USER accepts, declares and undertakes that s/he will not give a Vehicle that s/he has activated for the use of third parties under any circumstances. The USER and the third party shall be jointly and severally obligor for the Vehicles made available to third parties by the USER and all other damages resulting therefrom.

4.6 The USER accepts from the very beginning that s/he has the necessary competence to use the Vehicle. The USER accepts and undertakes that s/he is acquainted with the use of the Vehicle and is physically and/or psychologically competent to use the Vehicle. By agreeing to use the Vehicle, the USER irrevocably accepts all responsibilities and risks that may arise from personal injury, bodily and/or physical damage to third parties, death or damage to property. The USER is solely responsible to determine whether unfavorable weather conditions such as rain, fog, snow, hail, icing, temperature change or lightning without any limitation make the operation of a Vehicle dangerous. The USER is obliged to adjust his/her driving habits and braking distance according to other factors such as weather, visibility, environmental factors and traffic conditions while driving.

4.7 While the USER is using the Services; s/he will be respectful to the environment, third parties and other living creatures, will comply with the traffic rules stipulated in the legislation for electric scooters in force in matters related to the operation of the vehicle (driving rules, parking rules, etc.). S/he accepts, declares and undertakes that will comply with these rules and that s/he is solely responsible for any damages that may arise due to his/her violation of these rules. In addition, the User agrees and undertakes to comply with the rules to be followed by electric scooter drivers in the Electric Scooter Regulation:

a) E-scooter;

- 1) Driving on the carriageway if there is a separate cycle route or cycle lane,
- 2) Driving on highways, express ways and highways with a maximum speed limit of 50 km/h,
- 3) Driving more than two side by side on one lane of the carriageway,
- 4) Driving on pedestrian roads,
- 5) Driving by attaching to another vehicle, hanging on,
- 6) Driving by acrobatic movements, except for the shows with permission,
- 7) Driving with one hand, except when signaling for maneuver,

8) Parking in a way that violates public order, violates private property and prevents safe and independent movements, vehicle and pedestrian traffic of pedestrians, the disabled or people with reduced mobility,

b) In e-scooter;

- 1) While following other vehicles, passing, maneuvering; Behaviors that make the movement of road users difficult and dangerous,
 - 2) Transporting other people other than the driver,
 - 3) Carriage of cargo and passengers other than personal belongings that can be carried on the back,
- is forbidden.

4.8 The USER undertakes to use the Services only for legal purposes. Otherwise, s/he will be held responsible for all damages that may occur, and in case that the Services are used to malversate, Article 18 of this Agreement will be applicable. Also, the USER cannot be a BinBin user ever again.

4.9 The USER acknowledges and knows that the Vehicles are not available 24 hours a day, 7 days a week and 365 days a year. Vehicles must be rented within the maximum rental period specified below. The total number of Vehicles is limited and BinBin never guarantees Vehicle suitability.

4.10 The USER accepts that s/he is only allowed to use the Vehicle in university campuses and inner city areas determined by BĪNBĪN and whose borders will be displayed with the mobile application. It is forbidden to take the Vehicles that are intended to be used on campuses by BĪNBĪN out of the campus. In case that these Vehicles are taken out of the regions intended to be used by the USER, BinBin will disable the Vehicle to access. At the same time, the USER who violates this obligation will accept to be penalized pursuant to Article 20.

4.11 The USER has to follow the rules regarding the use and operation of the Vehicle. The USER; in accordance with the relevant legislation, taking into account the specificity of the Vehicle, s/he is obliged and responsible to use the necessary equipment for a safe driving, including but not

limited to protective cap (helmet), protective glasses that will protect the eye against external influences or not hinder vision, reflective clothing for night driving.

4.12 In addition to the rules mentioned above, the USER agrees to conform to following rules for a safe ride:

- (i) It is forbidden to use the vehicle in speed trials, motor sports and similar activities.
- (ii) It is forbidden to get on public transport by vehicle.
- (iii) It is forbidden to transport the vehicle by private vehicles.
- (iv) It is forbidden to use a mobile phone, tablet, portable music player or any other distracting device or thing while driving.
- (v) Including but not limited to these, The USER accepts and undertakes that the Vehicle will not be used while under the influence of alcohol, medication, drugs or any substance that may hinder or bring to a standstill the ability to drive safely.
- (vi) The USER shall not carry any second person or children in the Vehicle or drive with two or more persons.
- (vii) **At the end of the journey, the Vehicle must be locked. In case the Vehicle is not locked by the USER, the journey will continue and the travel fee will continue to be charged from the USER. The USER is solely responsible for the situations disrupting the public order that may occur due to the vehicle not being locked and for the damages that BinBin may suffer.**
- (viii) In case that the USER cannot lock the Vehicle because of the locking mechanism, s/he must contact BINBIN immediately and directly. The USER is obliged to protect the Vehicle during this meantime.

- (ix) The USER will only use the locking mechanisms provided by BİNBIN, and will not lock the Vehicle in any other way or with a different lock. Without a security emergency, locking the Vehicle in any way other than the specified method (It is not allowed to lock the Vehicle on fire plugs, barges, refuges, shutters, garbage containers, roads for disabled people, in a manner that leads to safety concerns etc.), on the scooter itself or any other vehicle or with a different lock, shall be deemed as the same as leaving the Vehicle unlocked, and the USER will be held responsible for all damages arising from the violation.
- (x) When the journey is completed, the USER agrees, declares and undertakes to park his/her BİNBIN Vehicle in a publicly visible area in accordance with the traffic and the campus rules.
- (xi) The vehicle must be parked in the places specified in Article 4.10 (putting the kickstand properly) The vehicle may not be parked on unapproved private property, a locked area or any other private area. In addition, the Vehicle should not be parked in an area with heavy traffic where there is a danger of overturn danger. The vehicle cannot be parked in a non-public area. The vehicle must be parked in a visible way in a public area. The USER accepts and undertakes that s/he is aware of all these situations and restrictions, is aware of them and will act as necessary.
- (xii) If the vehicle is parked in an unapproved private property area, in any non-public area or in any area that will prevent other USERS from accessing the vehicle in violation of the determined rules, the USER will be responsible for all damages that may arise.
- (xiii) The USER agrees not to use the Vehicle for racing, mountain riding, aerobatics or other special rides or other inappropriate rides. The USER agrees that s/he will not use the Vehicle in earth roads, water-covered areas (in a way that prevents driving) or any prohibited, illegal or disturbing area. The USER agrees and undertakes that

s/he will not use the Vehicle for the purpose of awarding or renting, violating any law, rule or regulation.

- (xiv) The total carrying capacity of the vehicle is a maximum of 100 kg. While using the Vehicle the USER can carry a total of 100 kg including his/her own weight.
- (xv) BİNBİN-Electric Scooter is an electric vehicle whose battery needs to be charged periodically in order to operate. The USER accepts and undertakes that the Vehicle is an electric vehicle and to use the Vehicle in a safe and prudent manner in the light of all limitations and requirements related to it.
- (xvi) The Vehicle's charge will decrease with usage (both based on road and time), and as the Vehicle's charge power decreases, the Vehicle's speed and other optional features may also decrease (or fully run down).
- (xvii) When the Vehicle starts the rental or during the operating process, the charging power level of the Vehicle rented by the USER is not guaranteed by BİNBİN and the charging power level of the Vehicle may change during each rental.
- (xviii) The rate of charge power loss during use of the Vehicle is not guaranteed by BİNBİN. The rate of charge power loss of the Vehicle; may vary depending on road conditions, weather and other factors and/or things. It is the USER's responsibility to check the charge power level in the Vehicle and to make sure that the charge power level is sufficient before operating the Vehicle.
- (xix) The distance and/or time that the USER can use before the Vehicle loses its charging power can never be guaranteed by BİNBİN. Including before reaching the USER's desired destination, the vehicle may stop operating at any time during the rental. BİNBİN has no responsibility. If the Vehicle runs out of battery during the rental, the USER may conclude the driving in accordance with all the terms of this

Agreement. A fee is made by BİNBİN in accordance with the Rules according to the moment of the result. The USER is prohibited to charge the Vehicle in any way.

- (xx) The USER is obligated to immediately and promptly report any accident, collision, damage, personal injury, death, stolen or lost Vehicle to BİNBİN and the competent authorities. Including but not limited to errors in use, the USER is responsible for all kinds of legal and penal responsibilities and other expenses, damages and losses, injury and/or death, claims and demands, costs and expenses, penalties, attorney's fees and litigation expenses related to the stolen Vehicle and accepts that it belongs to him/her.
- (xxi) In order for other USERS to benefit from the service, the USER accepts and undertakes that s/he will deliver the Vehicle on time, as received, in full and in working condition.

5. FEES AND PAYMENT

5.1 Fees and tariff of fares are subject to change depending on the USER's location during use and in cases where there is an excessive demand for Vehicles by USERS; the fee determined in this way is presented to the USER's information in the mobile application before the vehicle starts to be used. The charging process starts when the USER reads the barcode (QR code) on the mobile application to the system and continues until the trip is completed and the photo upload to the mobile application is made. In cases where the USER ends his journey without uploading the photo, the usage fee will continue to be charged.

5.2 The USER can use the Vehicle for a fee per ride or within the prices explained in the mobile application. In all cases, fees and other charges may be collected by BİNBİN and be subject to applicable taxes and other local charges. BİNBİN collects the fees from the USER (with credit card, prepaid card or any other accepted payment method) as defined in this Agreement. The USER is responsible for the rides and reservations, damages, the cost of repairs, operational expenses and penal clauses entitled "Penalties" regulated in Article 20 of this Agreement. Penalty fees can be

collected directly by BİN BİN without prior notification if BİN BİN detects a violation related to any payment method it has been added to the mobile application.

5.3 At its sole discretion, promotional codes (“Promotional Codes/Gift Drives”) may be created, which may replace discounts, other services-related features or privileges, and which are subject to additional provisions to be determined by BİN BİN individually for each of them. Promotional Codes are one-time offers and can only be used through the Mobile App. Promotional Codes; (i) must be used in accordance with all legislation for the intended purposes, (ii) may not be copied, sold, transferred, made available to the public in any way, unless expressly stated by BİN BİN, (iii) invalidated by BİN BİN at any time without any liability of BİN BİN. (iv) can be used in accordance with the specific terms and conditions set forth by BİN BİN for each Promotional Code, (v) cannot be used as cash, (vi) may expire before your use, (vii) cannot be converted into cash. BİN BİN reserves the right to update or cancel the Promotional Codes. Promotional Codes are limited to one USER and one Account only and cannot be combined with other offers.

5.4 The maximum rental period for a trip is 24 hours. The USER accepts, declares and undertakes that s/he will lock the Vehicle through the mobile application within the 24-hour rental process and end his/her journey by taking a photo of the Vehicle and uploading it to the system. The USER may lease the Vehicle again later. The USER is solely responsible for being aware of time-related delays that may occur during the Vehicle’s locking process. The accumulated rental fees will be charged by BİN BİN to the USER when the vehicle is returned. Vehicles that are not returned within 48 hours (locked and completed driving) will be considered lost or stolen and the USER will be charged 12.500 Turkish Lira and the situation will be reported to the relevant authorities. BİN BİN may also charge 500 TL as a service fee for leases that exceed 24 hours and are not classified as stolen or lost.

5.5 The USER who has signed up to use the Services must provide a valid credit card or prepaid card information or other payment instrument approved by BİN BİN (the “Payment Instrument”) with the expiration date. The User accepts, declares and undertakes that any credit card, debit card or prepaid card that s/he informs BİN BİN about will be used by BinBin and/or an electronic money payment institution/bank with which BİN BİN is contracted, limited only for collection purposes.

The USER authorizes BİNBİN to collect all fees created by him/her from the Payment Agent. All fees and penalties may be collected by BİNBİN. Fees and expenses are subject to applicable taxes and other payment obligations. If payment cannot be made from credit cards or prepayments from cards due to any problems or bakiye yetersizliği , payment will be requested from the USER by uploading to the card or by introducing another card with a limit into the system. BİNBİN reserves the right to take legal actions if the USER refuses to pay.

5.6 If the USER does not fulfill his/her debts arising from this Agreement on time or payment is not received from the Payment Instruments that s/he has notified, a 5% interest for late payment is applied for each month that is delayed.

5.7 If the USER objects to a fee charged by the Payment Instrument, s/he must notify BİNBİN in writing within 10 days prior to the end of that month and provide BİNBİN with all relevant information, such as the date of the ride and the approximate start and end times of that ride. Objections made within the time limit are reviewed by BİNBİN, taking into account the commercial books and records, technical records and usage are camera records of BİNBİN. If the USER's objection is justified, within seven (7) days from the determination of the rightness, the incorrectly charged service fee will be refunded to the USER's account. The USER declares and undertakes that s/he knows that s/he cannot make any compensation, interest and other claims from BİNBİN due to the late refund and accepts this situation.

5.8 The USER agrees and undertakes to notify BİNBİN of all changes related to the Payment Agent and possible card thefts immediately and in writing. In case of theft or loss of the USER's smart mobile phone, a request for the removal of the Account in the system should be sent to BİNBİN immediately and written. BİNBİN is not responsible for any direct or indirect damages arising from the late notification of the USER, card thefts or, accordingly, the use of the application by third parties.

6. RIGHT OF OWNERSHIP

6.1 The USER agrees that the Vehicle and any BİNBİN equipment specified herein are always the private ownership of BİNBİN. Vehicles may not be seized, detained or distrained due to the debts of the USER or third parties.

6.2 The USER acknowledges that s/he knows that there are geographical location identification, especially the vehicle tracking system in Vehicles.

6.3 The USER must not dismantle, damage, write on or modify, repair or destroy the Vehicle, any part of the Vehicle or any equipment of BİNBİN. The labels on the vehicle should not be scratched, peeled, changed or ripped. Your use of the Services does not entitle you to use BİNBİN's trade names, trademarks, logos, product and service names to advertise, promotional or reference purposes without BİNBİN's prior written permission. The USER shall be solely responsible for all damages caused as a result of his/her violation of these rules, and this Agreement between the USER and BİNBİN shall be terminated unilaterally by BİNBİN. Termination of this Agreement cannot be interpreted as resignation of BİNBİN right to compensation for damage. In addition, it is not possible for the USER to be a BİNBİN mobile application user again. However, the USER is not responsible for the usual abrasion and corrosion caused by the use of the Vehicle.

6.4 Those below are strictly prohibited;

- (i) Removing, destroying copyright, trademark, or other proprietary notices from any part of the Services, and similar things;
- (ii) Reproduction, modification or preparation of derivative products affiliated with the Services, distribution, licensing, leasing, sale, resale, transfer, take the company public, expropriation, convey, publication or other deceit of the Services in other ways, unless expressly stated by BİNBİN, and similar things;
- (iii) Decompile, reverse engineer or disassemble the Services, and so forth, except to the extent permitted by applicable law;
- (iv) Matching, mirroring, or framing any part of the Services, and similar things;
- (v) Starting or using any program or code that overloads or blocks the operation or functionality of the Services for the purpose of digging, indexing, research, or other data mining operations, as well as for similar things;

(vi) An attempt to gain access or disrupt unauthorized access to the Services, related systems, or networks, and similar things.

7. ADDITIONAL CONDITIONS OF USE

7.1 Safety Control

7.1.1 Before each use of the vehicle, the user shall provide basic safety controls are considered in the present article: (i) durableness of the tires; (II) the safe operation of all brakes and lights; and (III) condition sufficiency of the Scooter fleet; (iv) sufficient charging power; and (V) any signs of damage, unusual or excessive abrasion, or other mechanical problems that can be clearly seen/maintenance requirements.

7.1.2 The USER agrees that s/he will not use the Vehicle in case of any conspicuous situation and will immediately report this situation to the BĪNBĪN customer service.

7.1.3 If the USER starts using the Vehicle that is not suitable for use, s/he has the right to return it for free within 2 minutes. In this case, s/he can lease another Vehicle from the system for free. If there is no other Vehicle close to the USER or suitable to use, the USER cannot be charged. However, if the Vehicle is used despite being defective and/or the situation is not reported, the USER cannot request a refund later. In addition to that, the USER who receives the damaged Vehicle does not immediately notify BĪNBĪN in writing of this situation, and the USER is solely responsible for any damages that may arise if an accident occurs during this trip.

7.2 A vehicle (i) if it is not returned within 24 consecutive hours, (ii) if the GPS unit is disabled, (iii) parked on a private property, locked area or any public area without permission for more than 10 minutes after the end of the journey, (iv) is not authorized in the absence of any third party or by any other user journey if it is moved or (V) if a situation occurs considered the Vehicle as stolen goods by Binbin, the Vehicle is considered to be lost or stolen.

Unless reasonable grounds are put forward, the USER and BĪNBĪN; accepts that the responsibility for lost or stolen Vehicles belongs to the end USER who has completed the journey with that

Vehicle. If BİNBİN assumes that a Vehicle has been stolen or lost, it may take any action (with the knowledge of the end user of the Vehicle or unless otherwise specified), including but not limited to return and other appropriate compensation and notification to the relevant authorities.

The USER agrees that s/he will notify BİNBİN that the Vehicle has been lost or stolen as soon as possible and immediately. The parties agree that the information in BİNBİN's database will be binding and hard evidence in a possible dispute, and again they accept and undertake that there will be hard evidence in accordance with Code of Civil Procedure article 193.

7.3 Driving Safety

7.3.1 In accordance with the relevant legislation, in accordance with the characteristics of the Vehicle, considering the protection cap (helmet), eye protection sunglasses that won't interfere with the view or to protect against external influences, night riding reflective clothing marked, including but not limited to, the use of the necessary equipment for safe driving are entirely the user's responsibility.

7.3.2 BİNBİN recommends that all USERS use a Snell, CPSC, ANSI or ASTM approved protection cap that is suitable for their body size, fits Snell, CPSC, ANSI or ASTM approved according to the manufacturer's recommendations.

7.3.3 The USER agrees that no third party is responsible for any injury or death caused by using the Services, whether s/he is wearing a helmet at the time of the incident or not. The USER undertakes all risks of not wearing a protective cap or protective equipment. The USER may need and is obliged to comply with additional security measures or warnings that are not explicitly stated in this Agreement.

7.4 Vehicle Route

The USER agrees that BİNBİN does not provide a route or an area for using the Vehicle, and BİNBİN never guarantees the safety of the area where the trip is being made. The user is aware that roads, sidewalks, carriageway and vehicle routes may be dangerous to the journey due to weather, traffic or other risks.

7.5 Limitations on Service and Use

7.5.1 The USER agrees that BĪNBĪN is not any carrier. Alternative private and public transportation options, including public transportation, taxis and walking paths, have been presented to the public and the USER. BĪNBĪN offers Vehicles only as an alternative, and this service is intended for use only by people who can use the Vehicle on their own and have accepted all the terms and conditions of this Agreement.

7.5.2 BĪNBĪN makes all necessary efforts to ensure that the Services are available 365 days a year, but BĪNBĪN does not guarantee that these Services will always be available in case of force majeure, unforeseen events or other circumstances. Access to the Services also depends on the availability of Vehicles. BĪNBĪN does not guarantee that the Services and Vehicles will be available at any time. The USER agrees that BĪNBĪN can recall the Vehicle at any time.

8. RESTRICTIONS

At its own discretion, BĪNBĪN may restrict or completely prevent the USER's use of the Services or terminate its electric scooter rental activities, without giving any reason at any time and without the consent of the USER. In addition, when the use of electric scooters is prohibited or suspended in accordance with the decisions taken by State institutions and organizations within the scope of the relevant regulations, the USERS accept and undertake that the use of vehicles is not possible and that they will comply with the decisions taken by State institutions and organizations and relevant authorities.

9. PROTECTION OF PERSONAL DATA

9.1 BinBin agrees that it will protect the confidential information of the USERS by taking the measures it takes to protect and preserve its own confidentiality, with no less than reasonable level, and will limit it to authorized employees (including its own employees) who absolutely need to know the information. BinBin processes the personal data of the USERS in accordance with the Law No. 6698 on Protection of Personal Data (“GDPR”), and the information regarding the processing of personal data is presented to the Users in the Clarification Text.

9.2 The USER accepts and declares that he has read and approved the Clarification Text attached to this Agreement.

10. WAIVER AND LIMITATION OF LIABILITY

YOU AGREE THAT ALL RISKS ARISING FROM YOUR USE OF THE SERVICES WILL BE YOUR OWN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LEGISLATION.

No indirect, incidental, special, exemplary, punitive and consequential consequences, including loss of profits, loss of data, personal injury and/or death and property damage, are in connection with or in any way resulting from the use of the Services, even if BİNBIN has warned of any damages that may occur. not liable for any damages or losses incurred. Even if BinBin warns against the possibility of such damages and damages, it cannot be held responsible for any damage, damage, liability or loss arising from the following: (i) USER's use of the Services, their relation to the Services or their access to or use of the Services. disruption; (ii) BinBin is not responsible for performance delays or failures caused by causes beyond BinBin's reasonable control.

The USER is personally and completely solely responsible for the safe movement of the Vehicle. The USER accepts and is aware of the fact that even if the Vehicle has recently taken to service or electric scooters are put into use as new, it may break down and these defects may cause accident, damage, injury, death due to accident.

To the extent permitted by the legislation and depending on the USER's use of any of the Services, Vehicles or related equipment, BİNBIN; makes no guarantee of any kind, including express or implied guarantee. All Services, Vehicles and related equipment are provided "as is" and "as available" and reliance on them is at the USER's sole discretion. The USER states that using any Service, s/he knows that it is unpredictable that the Vehicle and related equipment carries visible and invisible risks and dangers such as injury, death of the USER, damage to property.

11. FORCE MAJEURE

11.1 The term force majeure means natural disasters, rebellion, wars, strikes, attacks on the application, website, system despite BİNBİN taking the necessary information security measures, but not limited to those that develop beyond BİNBİN'S reasonable control and will be interpreted as unavoidable events that it cannot and/or cannot prevent despite showing due diligence.

11.2 In all cases deemed force majeure, the Parties are not liable for late or incomplete performance or non-performance of any of their acquisitions determined by this Agreement.

12. SETTLEMENT OF DISPUTES

Turkish Law will be applied in the settlement of all disputes arising from the implementation and interpretation of this Agreement. Istanbul Anatolian Courts and Enforcement Offices are authorized to resolve any controversy/dispute arising or to arise due to this Agreement.

13. EVIDENTIAL CONTRACT

In case of any disputes that may arise from this Agreement, the Parties agree that BİNBİN's commercial books and records, computer records, electronic and system records kept in its database and servers, commercial messages, instant messaging applications correspondence, e-mails, social media correspondences, binding, acknowledged, declares and undertakes that it will constitute hard and exclusive evidence and that they are in the nature of a hard evidence contract.

14. WAIVE AND SEVERABILITY

Failure of a Party to exercise or enforce any right granted to it in the Agreement shall not constitute a waiver of such right or prevent the further exercise or enforcement of such right. The invalidity, illegality and unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remaining provisions of the Agreement.

15. TRANSFER AND ASSIGNMENT

The USER cannot transfer or assign its rights and obligations under this Agreement, partially and/or completely, to third parties without the written consent of BİNBİN.

16. ALL AGREEMENT AND CONTRACT CHANGES ?

This Agreement covers the entire stipulation and agreement between the Parties regarding the services to be provided and the works to be performed by BİNBİN, and supersedes and invalidates all previous agreements between the Parties regarding the aforesaid service. Without seeking the consent of the USER, BİNBİN may unilaterally, at its own discretion, change, amend or make improvements on this Agreement at any time. The use of the Services after any regulation and change made on this Agreement indicates that these changes and regulations have been accepted by the USER so that s/he is responsible for these changes. The USER should read this Agreement regularly to learn about the changes and regulations made. If any changes are made to this Agreement, BİNBİN will publish a statement on both the website and mobile application. Fees and penalties specified on the website and mobile application nullify any fees and penalties set forth in this Agreement.

17. INTERPRETATION OF CONTRACT

The titles of the articles in this Agreement do not affect the interpretation of the Agreement. The word “or” does not mean anything other than its own meaning. The word “including” means “including but not limited to”. Unless the context requires otherwise, each singular or plural word states a singular number or a plural number. All pronouns include masculine, feminine, and genderless pronoun forms.

18. TERMINATION

The parties can terminate this Agreement at any time without notice and with a unilateral declaration of intention. In case of termination of this Agreement, the receivables of the Parties from each other are not affected by this situation. In case that the USER terminates this Agreement, s/he must immediately stop using the Services offered by BİNBİN. However, the USER; accepts that fees and expenses will be collected by BİNBİN for the use made by him/her until the termination of this Agreement and that s/he is responsible for the other losses and damages mentioned above.

19. CANCELLATION AND REFUND

The USER should immediately report the technical problems that have occurred / will / may occur during the use of the vehicle (Electronic-Manual locks cannot be unlocked, the vehicle starts to

drive in the application ama aracın açılıp kapanması) to BİNBİN through the destek@binbinscooters.com address. Request and problem notification sent by the USER will be finalized by BİNBİN within 2 business days; if the problem requires technical examination, it will be finalized within 7 working days. As a result of the inspection of this notification by BİNBİN, if it is determined that the technical fault is caused by the vehicle itself, the necessary actions are taken to cancel the payment made by the USER or to return it to the USER completely/partially within 14 days at the latest from the notification. The refund process is provided under the same conditions as the payment method and payment instrument chosen by the USER at the time of payment, and it is carried out within 2-15 days for credit cards and 10-24 days for debit cards, depending on the banking legislation of the relevant bank or the repayment processing period arising from the contract with the USER. But if the USER has approved the BinBin Wallet Individual End User Agreement, the refunds will first be made in TL(Turkish Lira) as a gift to the USER's Wallet Account. If the USER requests otherwise, s/he calls BinBin Call Center or sends an e-mail to BİNBİN through the address destek@binbinscooters.com, the refund will be made to the relevant bank account in accordance with the above procedure.

20. PENALTIES

If the USER violates the rules and laws set out in this Agreement and/or transmitted through the mobile application, BİNBİN will collect the following amounts of criminal penalties from the USER. The user accepts, declares and undertakes that s/he understands the situation, s/he will act in accordance with the provisions and legal conditions of the Agreement; otherwise the amount of the penal clauses specified below will be collected by BİNBİN from Payment Instruments.

If they cannot be collected, s/he will pay this amount at BİNBİN's first request; otherwise, s/he accepts, declares and undertakes that he knows that in addition to the right to compensation for damages caused by a violation of the contract by BİNBİN, the amount of the penal clause will also be requested:

- (i) Damages caused by the USER; Repair cost to be determined up to 4.000 Turkish Lira
- (ii) Stolen goods and/or loss of the Vehicle; The scooter cost is 20.000 Turkish Lira
- (iii) More than one person using the vehicle 300 Turkish Lira

- (iv) Parking against parking rules method (It is not allowed to lock the Vehicle on fire plugs, barges, refuges, shutters, garbage containers, roads for disabled people, in a manner that leads to safety concerns etc., on the scooter itself or any other vehicle or with a different lock) 30 Turkish Lira
- (v) Parking on roads or signs for disabled people 250 Turkish Lira
- (vi) Using and leaving BİNBİN outside the designated area 30 Turkish Lira
- (vii) Parking the Vehicle on non-public or private property 200 Turkish Lira
- (viii) Use public transportation by Vehicle 500 Turkish Lira
- (ix) Transportation of the Vehicle by private vehicle 500 Turkish Lira
- (x) The use of BİNBİN by someone other than the account owner or the transfer of incomplete, inaccurate and untrue information about the USER Account 300 Turkish Lira
- (xi) In case the Vehicle is lost in any way (falling into the sea, etc.); the scooter cost is 20.000 Turkish Lira
- (xii) Exceeding the maximum rental periods 500 Turkish Lira
- (xiii) Taking the end of ride photo noncompliantly three times consecutively is up to 50 Turkish Lira

The collection of the fines regulated in this article will not prevent BİNBİN's right to claim additional operational costs and damages exceeding the penalty, and BİNBİN reserves all legal and penal rights and claims that may arise from violations of this Agreement and/or laws. If you think that misdetection has been made, send an e-mail to destek@binbinscooters.com with a reasoned and elucidator text.

21. CORRESPONDENCE ADDRESS

BİNBİN may make a notification as a general notification through the Services, by sending an e-mail to your e-mail address, through the mobile application or in writing to the address specified in your Account. Unless the parties notify the other party in writing of the changes in their current e-mails within 3 (three) days, they accept that the requests made to the old e-mails will be valid and will be deemed to have been made to them. You can reach BİNBİN by sending an e-mail to destek@binbinscooters.com and make a notification.

22. USER'S DECLARATION OF ACCEPTANCE

The USER; accepts, declares and undertakes that s/he has read, understood and accepted all the articles, terms and conditions in this Agreement and that s/he approves the accuracy of the information s/he has given about him/her and is fully aware of the legal and binding effects of the Agreement. The USER accepts that his/her legal rights and remedies are limited within the scope of Waiver and Limitation of Liability. The USER declares and undertakes that s/he is acquainted with the use of the Vehicle and is reasonably competent and physically and/or psychologically competent to use the Vehicle. The USER; confirms and accepts that s/he is 15 years old or older, will take the security measures required by the rules, will not get on the Vehicle with another passenger, will obey all traffic rules, and will use the Vehicle by accepting all risks. The USER; by approving this Agreement, s/he irretrievably accepts, declares and undertakes that s/he has read, understood and accepted the terms and conditions set forth in this Agreement and access to and use of the Services.

23. ENFORCEMENT

All terms and conditions of this Agreement have been accepted by the USER electronically and will enter into force from the moment the USER fills out the registration form. BinBin will publish the current conditions under the same link with the current date in case of any change in this Agreement. The updated current Agreement will be valid and in effect from the moment of its publication, and all existing or new USERS will be subject to the terms and conditions of this updated Agreement. Your continued access to or use of the Services after such notice constitutes your agreement to be bound by the amended terms.