INDIVIDUAL USER FRAMEWORK AGREEMENT

1. PARTIES

1.1. This Framework Agreement (“Agreement”) is entered into between Hayhay Electronic Money and Payment Services Inc. (‘Hayhay’) and the person benefiting from the services provided by Hayhay (“User”). Hayhay and the User shall be referred to individually as a “Party” and collectively as the “Parties”.

1.2. Hayhay's address and contact information are as follows:

Address: Kızılırmak Mah. Ufuk University St. No:13/B Floor:3 Çankaya Ankara

Phone number: 0 (850) 222 95 96

Email address: destek@hayhay.com

1.3. The User's identity and contact information shall be the identity and contact information provided by the User in their application to open a payment account with Hayhay. The User is obligated to notify Hayhay of any changes to their identity and contact information within 7 (seven) business days. The User is responsible for any consequences arising from failure to report such changes.

1.4. The address specified above is Hayhay's headquarters address, and Hayhay does not have any branches outside of this address where it provides its Services.

2. DEFINITIONS

Unless otherwise expressly stated in this Agreement, the terms listed below shall have the meanings specified opposite them.

Recipient	: Refers to the natural or legal person to whom the funds subject to the payment service are to be delivered.
Bank	: Refers to banks operating within the framework of the Banking Law No. 5411.
Electronic Money	: Refers to the monetary value issued in exchange for funds received from the user and accepted by Hayhay, stored electronically, accepted by other natural or legal persons other than Hayhay, and used to perform payment transactions defined in the Law.
Electronic Communication Tools	: Refers to any device, such as computers, telephones, fax machines, or automatic calling machines, that enables the

	sending, receiving, or storage of messages via the internet and other communication networks.
Fund	: Refers to banknotes, coins, book money, or electronic money.
Conversion to Funds	: Refers to the conversion of electronic money into banknotes, coins or book money.
Sender	: Refers to a natural or legal person who issues a payment order from their own Payment Account or without a Payment Account.
Sensitive Payment Data	: Refers to personal security information related to the Payment Instrument, such as passwords, security questions, certificates, encryption keys, PINs, card numbers, expiry dates, CVV2 and CVC2 codes, used in issuing payment orders or identity verification, the interception or alteration of which could enable fraud or counterfeit transactions.
Services	: Refers to the payment services and electronic money transactions listed in Article 12 of the Law, provided by Hayhay within the framework of the Legislation and in accordance with its operating licences.
Service Interface	: Refers to the Website and Mobile Application that enable the User to benefit from the Services.
Contact Information	: Refers to any and all contact information, including but not limited to the telephone number, email address, and address provided by the User to Hayhay during the establishment of this Agreement and which may be changed thereafter, used to communicate with the User.

Website	: Refers to the website www.hayhay.com.
Business Day	: Refers to Monday, Tuesday, Wednesday, Thursday, and Friday, which are not considered public holidays or holidays under the laws of the Republic of Turkey.
Law	: Refers to Law No. 6493 on Payment and Securities Settlement Systems, Payment Services, and Electronic Money Institutions.
Card	: Refers to physical cards issued by Hayhay and containing the necessary payment applications to enable the User to initiate a card-based payment transaction, and virtual cards with the same function, used as a payment instrument.
Cardholder	: Refers to the User to whom Hayhay has issued a Card.
Identity Information	: Refers to any information provided by the User to Hayhay during the establishment of this Agreement, including but not limited to the User's name, surname, date of birth, and identity number, which serves to identify the User.
Identity Verification	: Refers to the mechanism that provides assurance that any reported identity information actually belongs to the person reporting it.
Personal Security Information	: Refers to information that can be used when performing transactions with a payment instrument, such as passwords, expiry dates, and security numbers, which identify the payment instrument and the identity of the payment instrument user.

User	: Refers to the natural person who has opened a payment account with Hayhay and benefits from the payment services, electronic money services and/or other services offered by Hayhay, and who is a party to this Agreement.
User Security Information	: Refers to customised information provided by Hayhay to the User for the purpose of identity verification or determined by the User and agreed upon with Hayhay.
Central Bank	: Refers to the Central Bank of the Republic of Turkey.
Legislation	: Refers to the Law, relevant secondary regulations issued based on the Law, and the laws, regulations, and other rules of the Republic of Turkey that are directly applicable to this Agreement and the services provided by Hayhay.
Mobile Application	: An application that is downloaded onto a mobile device such as a smartphone or tablet and, once the User has completed the Identity Verification steps, enables access to and use of the services provided solely by Hayhay.
Payment Instrument	: Personalised tools such as cards, mobile phones, QR codes, passwords, and similar means used by the User to issue a Payment Order.
Payment Order	: An instruction given by the User to Hayhay or another payment service provider for the purpose of executing a payment transaction.
Card Scheme	: Refers to the set of rules, practices, guidelines, and standards that enable card-based payment transactions, including the management and decision-making bodies responsible for executing these transactions, as

	well as the organisational structure, independent of the infrastructure and payment system supporting Hayhay's operations.
Payment Account	: This is the account opened in the user's name with Hayhay and used in the provision of the Payment Service.

3. SUBJECT MATTER AND SCOPE OF THE AGREEMENT

This Agreement is entered into to regulate the conditions under which the User may benefit from the Services provided by Hayhay within the scope of its operating licence under the Law, and the rights and obligations of the Parties in this regard. Electronic money issuance is carried out in exchange for funds transferred by the User to their payment account. Electronic money may only be used in payment transactions specified in the Law.

4. USER'S RIGHTS AND OBLIGATIONS

4.1. Natural persons wishing to benefit from the Services offered by Hayhay must open an account by completing the identity verification and confirmation steps required by Hayhay and determined by the minimum conditions set out in the Legislation via the Service Interface. Natural persons who have completed the account opening step are considered Users under this Agreement.

4.2. In order for Hayhay to provide Services to the User, the Identity Information and Contact Information required to be provided by the User must be filled in by the User themselves. Subject to the rules regarding the requirement for the consent of a legal representative for minors to enter into this Agreement as required by law, this Agreement cannot be entered into by proxy or legal representation. The User shall manually enter data into the relevant fields for the Services they wish to use, specifying information known only to them, and shall submit the required documents via the Service Interface in accordance with the instructions provided. Hayhay shall commence providing services to the User after verifying the accuracy of the information and documents submitted.

4.3. The User is responsible for the accuracy of the identity and contact information provided during the account opening steps. If, during its internal control and compliance activities, Hayhay suspects that the identity and/or contact details provided by the User during the acceptance phase or thereafter are false or have been used by unauthorised persons, it may request the User to verify their identity and/or contact details. In this case, the User is obliged to provide any information and documents requested by Hayhay to verify the accuracy of their Identity Information and/or Contact Information.

4.4. The User hereby acknowledges, declares and undertakes that while using any Service provided by Hayhay, they are acting on their own behalf and not on behalf of another person, and that they will not act on behalf of another person for the duration of the Agreement. Accordingly, the User may not share the passwords, passcodes, and other access information provided to them for accessing the Service Interface and using the Services with third parties in any way, nor may they allow third parties to perform transactions on their behalf using the Service Interface. The User declares that they are aware that any violation of this provision

may result in imprisonment for a term of six months to one year and a judicial fine of up to five thousand days, pursuant to Article 15 of Law No. 5549 on the Prevention of Money Laundering. This clause shall serve as a written declaration by the User in accordance with Article 17 of the Regulation on Measures for the Prevention of Money Laundering and Terrorist Financing.

4.5. The User may not use Hayhay's services for purposes contrary to the law or morality, or for the procurement of goods or services that may be used in this way or are directly contrary to the law or morality. The User declares that they will only use Hayhay's services for the purchase of goods or services without providing the information and documents required for identity verification as required by law and without completing the necessary steps for identity verification.

4.6. Minors may only use the Services if their legal representatives have given their consent using the methods specified by Hayhay. The electronic money accounts of minors may be monitored by their legal representatives.

4.7. The User has the right to access the information and terms of this Agreement at any time via the Service Interface.

4.8. The User may submit complaints and objections to Hayhay via its call centre at 0850 222 95 96 or via destek@hayhay.com. Hayhay will respond to complaints and objections within a maximum of 20 (twenty) business days.

5. HAYHAY'S RIGHTS AND OBLIGATIONS

5.1. Hayhay may offer different identity verification methods and different account types for Users within the scope of the applicable legislation and its own risk management policy. The services offered by Hayhay and the limits and restrictions related to these services may also be differentiated within the scope of the applicable legislation and risk management policies. Hayhay may change or terminate the Services it offers at any time at its sole discretion.

5.2. Hayhay's responsibility is limited to the provision of the Services defined in this Agreement (payment services, electronic money issuance, money transfers, card-based payments and similar). If the User pays for goods and/or services obtained from third parties using Hayhay Services, Hayhay does not undertake in any way that the goods and/or services offered, provided, sold or promised by third parties will be delivered, provided or procured free from defects. Accordingly, Hayhay cannot be held liable for the legality and morality of goods and/or services provided by third parties, their complete provision or delivery, the provision of mandatory documents such as invoices, delivery notes, warranty certificates, etc. to the User in accordance with legal regulations, and other similar legal obligations. The User acknowledges and accepts that Hayhay is not a party to any dispute that may arise due to the acts and transactions specified in this article for which third parties are responsible, and that no claim may be made against Hayhay for these reasons.

5.3. Yes, within the scope of internal control and compliance activities, the scope and rules of which it shall determine in accordance with the legislation

(i) The accuracy of the Identity Information and Contact Information provided by the User during or after account opening,

(ii) Whether the user is acting on behalf of another person,

(iii) Whether the user has provided any passwords or access authorisations, including Sensitive Payment Data provided to them for using the Services, to third parties in exchange for a benefit,

(iv) Whether the user is using the Services for illegal activities,

(v) whether the transactions carried out within the scope of the Services were performed fraudulently or without authorisation,

(vi) whether fraudulent or unauthorised access to the Payment Account was obtained or whether an attempt was made to initiate a fraudulent or unauthorised payment transaction. Hayhay may monitor, report and record the User's transactions for this purpose.

5.4. Based on the findings obtained by Hayhay in the course of its activities under Article 5.3 or as a result of reasonable suspicion arising therefrom, Hayhay may, at its sole discretion

(i) suspend all or some of the Services,

(ii) may delay or reject the User's request for a refund of Electronic Money,

(iii) may freeze, suspend or terminate the Services provided to the User,

(iv) may terminate the Agreement immediately without any notice period.

5.5. Hayhay shall inform the User about the actions it will take under Article 5.4, except in cases where there are provisions in the legislation preventing the disclosure of information or where there are objective reasons threatening security. This information shall be provided to the User before the action is taken, if possible, or after the action is taken, if not.

5.6. The User may not copy, imitate or use any of Hayhay's trademarks, intellectual or industrial property rights without Hayhay's prior written consent. All page headers, special graphics, button icons and text used in the Service Interface are Hayhay's trademarks and/or trade dress. All rights, titles and interests in the Website and Mobile Application, any content herein, the technology related to the Services, and any technology created or derived from the foregoing or all technologies and content are the exclusive property of Hayhay. The User may not copy, imitate or use them without Hayhay's prior written consent.

6. DETERMINATION OF SERVICES

6.1. Hayhay shall provide the Services in accordance with the Legislation and within the framework of the operating licences granted by the Central Bank. The User may benefit from the Services provided by Hayhay, provided that they comply with the terms and conditions stipulated for the relevant Service and pay the fee stipulated for that Service, if any.

6.2. Hayhay does not undertake to continue providing any of the Services it offers at the time the Agreement enters into force without modification for the duration of the Agreement. Hayhay may unilaterally modify the content, terms of use and fees of the Services it offers, provided that it gives prior notice if required by law; it may also suspend the Services temporarily or permanently.

7. INFORMATION TO BE USED FOR THE USE OF SERVICES

7.1. Before commencing use of the Services, the User shall set a password that is not easily guessed, will not be shared with third parties, and is appropriate for the directions provided via

the relevant Service Interface, which will allow the User to use the Service Interface to benefit from all Services, including initiating and completing payment transactions.

7.2. Following the instructions provided to them via the Website and/or Mobile Application, the User shall use the options provided to access the relevant Service Interface, providing at least one of the following pieces of information depending on their chosen method of access: their Turkish ID number, the account number provided by Hayhay, their telephone number, or their email address; the password created in accordance with clause 7.1; and any other data to be used as an Identity Verification method and/or one-time passwords sent to their mobile phone.

7.3. When the User requests a Card from Hayhay, for payment transactions and deposit and withdrawal transactions to be made with the Card; (i) if the transaction is made using a physical POS device or ATM, the Card and, if required for the transaction, the Card PIN set by the User; (ii) for transactions made online, the Card details of the physical or virtual Card provided to the User and, if the 3D Secure payment method is used for the transaction, the one-time password sent to the mobile phone number provided to Hayhay.

7.4. Hayhay may request additional information and documents from the User for initiating and executing payment transactions, in order to ensure and enhance the security of the transactions performed by the User, improve the user experience, and fulfil its obligations under the Legislation. Hayhay may also introduce new rules regarding the User's access to the Service Interface.

8. FEES

8.1. The fees payable by the User to Hayhay for the services provided under this Agreement are set out in the Fee Information List in Annex 1, which forms an integral part of this Agreement.

8.2. If a fee is charged for any transaction, the transaction fee shall be deducted from the User's payment account. Transaction fees may also be charged for transactions made by Credit Card. In money transfers, a transaction fee deduction may be made from the money to be received by the User. If the balance remaining in the payment account after the transferred amount is less than the transaction fee to be charged, Hayhay may reject the transaction.

8.3. Hayhay reserves the right to change fees. Fee changes will be notified to the User at least 30 (thirty) days before the change takes effect. Changes will take effect 30 days after the date of notification.

9. CURRENCY IN WHICH THE PAYMENT WILL BE MADE

9.1. Payment transactions where both parties are resident in Turkey and payment service providers located in Turkey are used may only be made in Turkish Lira.

9.2. Payments where one of the parties to the transaction is located abroad, and payment transactions permitted to be made in foreign currency within the framework of the Legislation, shall be carried out using the currency determined by Hayhay within the relevant Service, provided that it complies with the Legislation. The reference exchange rate is calculated by increasing/decreasing the relevant exchange rate announced by the Central Bank by a certain percentage. The Turkish Lira equivalent applied by Hayhay is shown on the receipt for the

relevant transaction. Information about fees and the exchange rate used is provided prior to the transaction in accordance with the Legislation.

10. INCORRECT OR UNAUTHORISED TRANSACTIONS

10.1. The User may request the correction of an unauthorised or incorrectly executed payment transaction by notifying Hayhay without delay upon becoming aware of it, except for money transfers. The request for correction shall be made within 13 (thirteen) months from the date of the payment transaction in any case. The user's request for correction shall be fulfilled by Hayhay within the shortest possible time.

10.2. The user is obliged to take the necessary security measures from the moment they receive the payment instrument or have the ability to use and dispose of the payment instrument. The User is obliged to take the necessary measures to protect Sensitive Payment Data related to the payment instrument and to use the payment instrument in accordance with the terms and conditions of issue and use. In the event of the loss or theft of the payment instrument or learning of any transaction that has taken place without their consent, the User shall immediately notify Hayhay.

10.3. In the event that a payment instrument is used by unauthorised persons due to the use of a lost or stolen payment instrument or the failure to properly safeguard customer security information, the User shall be liable for losses arising from unauthorised payment transactions occurring within 24 (twenty-four) hours prior to the notification made in accordance with Clause 10.2, up to a maximum of 250.00 TL (two hundred and fifty Turkish Lira). The User shall not be held liable for unauthorised payment transactions occurring after the notification made in accordance with Article 10.2. The User shall not be held liable for any payment transaction or damage arising from a payment transaction under this paragraph if the cause of the damage resulting from the use of the payment instrument by others is an employee, representative or external service provider of the payment service provider. In the event of a fraudulent or unauthorised payment transaction, the User shall be liable for the entire loss arising from the unauthorised payment transaction if they have fraudulently used their payment instrument or have failed to take the necessary precautions to protect the security details of the payment instrument intentionally or through gross negligence, or have not used the payment instrument in accordance with the terms and conditions of issue and use.

10.4. If there is strong suspicion that the circumstances set out in Clause 10.3 have arisen, Hayhay has the right to investigate for a reasonable period of time before making any corrections to the transaction.

10.5. If Hayhay deems the User's correction request appropriate, the relevant transaction fee will not be transferred to the Buyer and will be refunded directly to the User by Hayhay as soon as possible. If the transaction fee has already been transferred to the Buyer at the time the User notifies Hayhay of their correction request, Hayhay will request that the Buyer refund the relevant amount to the User. If the Buyer agrees to refund the relevant amount to the User, this amount will be refunded to the User. If the Buyer does not agree to refund the relevant amount to the User, Hayhay's responsibility for the refund will end, and the User will need to request the amount transferred to the Buyer as a result of the payment transaction directly from the Buyer.

11. TECHNICAL SPECIFICATIONS REQUIRED FOR TRANSPORTING THE USER'S DEVICE

11.1. In order for the User to benefit from the Services provided by Hayhay, they must have devices that enable them to access and use the Service Interface.

11.2. In order for the User to use the Website, they must have a desktop computer, laptop, tablet, smartphone or similar device with an internet browser installed that can connect to the internet and allow browsing of basic websites.

11.3. In order for the User to use the Mobile Application, they must use a smartphone that can connect to the internet. It is recommended that smartphones run on iOS, Android, Huawei, or operating systems that allow the secure use of the Service Interface. The Mobile Application must be installed for each mobile device via the relevant app store. The phone must have sufficient memory to install the application. Hayhay may request updates to the Mobile Application to improve the customer experience. If the Mobile Application is updated, the operating system used on the smartphone must be capable of allowing these updates to be made.

11.4. When using the User Service Interface, the user is responsible for (i) ensuring that their device's internet connection is secure, (ii) installing and using virus protection software that ensures the security of the device, and (iii) taking the necessary measures to prevent the device from falling into the hands of third parties. Hayhay shall not be liable for any damage that may arise from the unauthorised use or control of the device used by the User to access the Service Interface.

12. ISSUANCE AND REFUND OF ELECTRONIC MONEY

12.1. Following the transfer of funds by the User to their payment account with Hayhay for the issuance of Electronic Money, Hayhay shall issue the Electronic Money without delay. The User may access the statement showing the amount of funds received by Hayhay in exchange for electronic money via the Service Interface or request that it be sent to them via a permanent data storage device.

12.2. No interest may be charged on funds received in exchange for electronic money, and no benefit may be provided to the customer based on the duration or amount of electronic money held.

12.3. The user may request the repayment of part or all of the electronic money. Hayhay shall be obliged to process the refund of funds equivalent to the electronic money without delay and, in any case, no later than the end of the next business day following receipt of the request, subject to the relevant provisions of this Agreement and the authorities and obligations imposed by the Legislation.

12.4. Hayhay shall be obliged to refund the Electronic Money to the User, (i) if requested before the termination of this Agreement, (ii) before the expiry date specified in Clause 12.7, or (iii) more than one year after the expiry date specified in Clause 12.7, Hayhay may charge a fee proportional to the cost of this transaction and request the necessary documents.

12.5. Hayhay may require that funds equivalent to electronic money be paid into a bank account linked to the User's Hayhay account. Where funds equivalent to electronic money are paid by credit card, the refund of electronic money may be restricted in accordance with the provisions of the Legislation.

12.6. Hayhay cannot be held responsible for delays arising from the relevant Bank or other institution in cases where the User requests a refund of the Electronic Money to an account held at a Bank or another electronic money institution or payment service provider, or requests a cash refund via an ATM.

12.7. The expiry date of electronic money is the date on which one year has elapsed since the last transaction (withdrawal, deposit, payment, etc.) made by the User in their account. Funds that have passed their expiry date lose their status as electronic money, and such funds shall be handled in accordance with the general provisions of the Turkish Code of Obligations.

13. PAYMENT SERVICES

13.1. Subject to Hayhay having obtained a licence to operate under this Agreement, all transactions necessary for the operation of the payment account, including (i) services enabling deposits to and withdrawals from the payment account; (ii) direct debit transactions, including one-off transactions, involving the transfer of funds from the User's payment account held with Hayhay, including one-off direct debit transactions, payment transactions made by payment card or similar means, and money transfers including standing orders; (iii) the issuance or acceptance of payment instruments; (iv) money transfers; (v) services facilitating bill payments; (vi) payment initiation services offered at the request of the user in relation to a payment account held with another payment service provider, (vii) subject to the user's consent, the provision of consolidated information relating to one or more payment accounts held by the user with payment service providers on online platforms, each of which shall be deemed a ‘Payment Service’.

13.2. The provision of Payment Services is subject to the User's request or consent. The User shall be deemed to have accepted the terms and conditions set out in this Agreement, the relevant Legislation and/or those communicated to them at the stage when the Payment Service request or consent is given, for the Payment Service requested via the Service Interface.

13.3. The User may only use bank accounts, credit cards, debit cards, and other payment instruments for Payment Services for which they have the legal right and authority to use.

13.4. Provided that the conditions stipulated in the Agreement are fulfilled by the User, regardless of whether the payment transaction is initiated by the sender or the recipient, Hayhay cannot refuse to initiate or execute the payment order, provided that the execution of the payment transaction does not constitute a violation of Law No. 5549 and other Legislation, there is no contrary provision in the Legislation, or there is no justifiable reason. If Hayhay refuses to initiate or execute a payment order, except in cases where there are provisions in other laws preventing the disclosure of information or where there are objective reasons threatening security, it shall notify the customer of the reason for the refusal and, if applicable, how the errors causing the refusal can be corrected, via the Service Interface and other communication channels registered with Hayhay by the User, as soon as possible and in any case no later than the end of the business day following the receipt of the payment order.

13.5. Subject to the User's approval within the scope of the Hayhay Payment Service, Hayhay undertakes to transfer a certain amount specified for that Payment Service to the Recipient. The User accepts that Hayhay shall be deemed authorised to complete the Payment Transaction if the User gives their approval for the execution of the payment transaction via

the Service Interface and/or via communication tools such as telephone, tablet, computer, etc., as agreed with Hayhay.

13.6. If the User issues a Payment Order for a payment to be made on a specific date at the end of a specific period (e.g. setting up an automatic payment instruction for invoice or membership fee payments, etc.), the date agreed for the payment shall be deemed as the date the Payment Order was received. In this context, the User may revoke the Payment Order no later than the end of the business day preceding the date agreed for the payment transaction to be executed.

13.7. Payment transactions made by the User in the position of the sender in accordance with the identity identifier specified during the approval of the Payment Service shall be deemed to have been made to the correct Recipient. Hayhay cannot be held responsible for the non-execution or incorrect execution of the Payment Transaction if the identity identifier specified by the User is incorrect.

13.8. Once the payment order has been submitted by the User, it cannot be revoked by the User unless otherwise agreed between the parties. In cases where the payment transaction is initiated by the recipient, through the recipient, or by the payment order initiation service provider, the User, as the sender, cannot revoke the payment order after submitting it to Hayhay or authorising Hayhay to execute the payment transaction. In payment transactions made by direct debit, the User may revoke the payment order no later than the end of the business day preceding the date agreed for the funds to be debited from the account. After the periods specified in this clause have passed, the revocation of the payment order is subject to the agreement of the parties. The User's ability to revoke the payment transaction after the period has passed requires the Recipient's consent. Hayhay may charge a fee, limited to the costs incurred, for cancelling the payment order.

13.9. The limits relating to the payment instruments provided to the User under this Agreement are set out in the Fee Information List in Annex 1, which forms an integral part of this Agreement.

13.10. No interest may be charged on the payment account, and no benefit may be provided to the User based on the duration or amount.

14. CARDS

14.1. The User may access their Hayhay account, issue payment instructions, and purchase goods and/or services using the Card assigned to their account.

14.2. The User may use the Card to make payments for goods and services, withdraw cash as a result of the conversion of electronic money in the payment account into funds, and use it for payment and money transfer transactions at banks and ATMs for Payment Services. All or some of the transactions listed in this article may be performed with the Cards offered by Hayhay.

14.3. The use of Cards, exchange and set-off transactions are subject to the provisions of the Law, regulations affiliated with the Law and other relevant legislation. In the event of any changes in the legislation, the changes shall apply as of the effective date.

14.4. The User's responsibility arising from the use of the Card shall commence from the moment the Card is delivered to them or the (virtual) card/wallet details are communicated to

them, and the User shall be obliged to take the necessary security measures regarding the Card from that moment onwards. The User is responsible for securely protecting the Card, mobile phones and other electronic devices that enable the use of the Card due to the storage of Card information, and information regarding the code number, password or other methods identifying the Card, and for taking measures to prevent their use by others.

14.5. As balances used in city public transport and access systems for contracted areas (such as museums and historical sites) that are not immediately reflected in the transaction limit cannot be identified, the relevant balance will not be refunded to the User if the Card becomes unusable due to reasons such as loss/theft/tampering or if you do not use the relevant service.

14.6. Debit and credit records arising from the use of the Card abroad are reported to Hayhay in foreign currency through the relevant Card Scheme, and the expenses, together with the relevant commissions and fees, are converted into Turkish Lira at the foreign exchange selling rate determined by Hayhay in accordance with the provisions of the Legislation on the date they are recorded in the User's account, or at the monthly average rate determined for such expenses, and reflected accordingly. In this case, the reference exchange rate for the relevant transaction is determined by the Card Scheme.

14.7. Where the Card provided to the User under this Agreement is used for Single Payment Transactions, Hayhay shall not be obliged to provide information given or to be given to the User on the basis of a framework agreement made with another Payment Service Provider; however, upon the User's request, Hayhay shall provide the User with information regarding the maximum completion time of the Payment Transaction and the breakdown of the total fees and charges payable in relation to the payment transaction in question, and shall inform the User of other information specified and required to be provided under the legislation. In this context, the User reserves the right to request that these disclosures be stored and used without modification, free of charge, using methods to be determined, at least once a month.

14.8. In card-based payment transactions initiated by or through the recipient, where the amount of the transaction is not fully known at the time the sender, acting as the User, approves the payment transaction, Hayhay may block the funds in the User's payment account if the User has approved the full amount to be blocked.

15. CASHBACK PROGRAMME

15.1. The Cashback Programme is a programme whereby a certain percentage or a specific amount of Hayhay users' spending on services, transactions, businesses and/or categories specified by Hayhay is refunded to the User's account as electronic money.

15.2. The Cashback Programme is open to Users who hold an approved or contracted Hayhay account. To benefit from the Cashback Programme, it may be necessary to register with the applications of other companies with which Hayhay has agreements.

15.3. The maximum Cashback amount and rate that can be earned for each category and/or business within the scope of the Cashback programme is published on the Hayhay website and mobile application. Hayhay reserves the right to make any changes to the maximum amount and rate at any time, and Users can track changes to the maximum amount and/or rate via the Hayhay website and mobile application. If Hayhay updates these changes on its

website and mobile application, the User shall be deemed to have been notified of the relevant changes.

15.4. Subject to the retention of any benefits accrued from previous spending by Users, all categories and/or merchants within the Cashback programme may be removed and/or modified by Hayhay at any time without prior notice. Users are responsible for monitoring any changes.

15.5. Within the scope of the Hayhay Cashback programme, the Company reserves the right to set minimum and maximum limits for Cashback earnings based on User spending in specified categories and/or establishments, and to change and/or increase these limits at any time.

15.6. In the event of the cancellation/refund of any expenditure that resulted in Cashback, the amount deposited into the User's account as Cashback shall be automatically collected by Hayhay as soon as the cancellation/refund transaction is reflected in the User's electronic money account. If the merchant provides the refund to the User via a different payment method (cash, bank transfer, gift voucher, etc.) as a result of the cancellation/refund of any expenditure that resulted in Cashback, the Cashback amount paid to the User shall be automatically collected by Hayhay as soon as it is reflected in the User's electronic money account.

15.7. Where Cashback is intended for spending in a specific category, Hayhay will take into account the merchant's member merchant category information and transaction description information. For example, if Cashback is intended for spending in the cinema category, the member business must be in the ‘cinema’ category and/or the transaction description must include the word ‘cinema’. If sufficient information regarding the relevant category cannot be obtained from the category and/or transaction description, Hayhay cannot make the Cashback payment.

15.8. If it is determined that the Cashback programme has been abused, or if Hayhay concludes that it has been used for fraudulent purposes, Hayhay reserves the right not to pay the Cashback amount to the User or, if already paid, to reclaim it. All users participating in the Cashback programme accept that Hayhay may unilaterally determine whether abuse has occurred.

16. CONFIDENTIALITY OF DATA

16.1. The Parties declare and undertake that they will keep all information obtained from the other Party in any way under this Agreement confidential at all times, store it, not use it for any purpose other than that specified in the Agreement, and not disclose it to third parties (except where legally required) without the written consent of the relevant Party, treating such information as confidential.

16.2. The User is responsible for protecting the user account created for the use of the Service (including the relevant username and password), their Payment Instrument, and their Sensitive Payment Data, and shall not share these with third parties for any reason whatsoever. In the event that the aforementioned information or the Payment Instrument is lost, stolen, or used without authorisation, the User shall immediately notify Hayhay. In such a case, the User is obliged to change their passwords and increase security measures.

16.3. The confidentiality provision is an independent undertaking and shall remain in force even after the termination of this Agreement for any reason.

17. PROCESSING OF PERSONAL DATA

17.1. The User acknowledges, declares and undertakes that all personal data shared with Hayhay, including but not limited to the personal data shared verbally, in writing or electronically through any means whatsoever such as the various forms filled out by the User at Hayhay's workplaces, offices or at the premises of Hayhay's Representatives, the communication forms filled out electronically, the written or verbal communications made with Hayhay through online channels including this Agreement, the electronic mails sent to Hayhay via the electronic mail system, any information and documents sent to Hayhay via electronic mail, fax or letter, the information and documents shared during communications made through telephone channels or directly with Hayhay, and any other information and documents transmitted to Hayhay through any other means whatsoever, are collected by Hayhay partially or entirely, through automated or non-automated methods, in accordance with the Law on the Protection of Personal Data.The User further acknowledges, declares and undertakes that such personal data may be processed by Hayhay for the purposes of performing and/or executing the Services and Hayhay's activities, planning and/or executing the sales processes of the services, developing and diversifying products and services, marketing and advertising products and services, carrying out the necessary works to enable the relevant persons to benefit from such activities, informing users about products and services, measuring users' satisfaction regarding products and services, managing requests and complaints, conducting the necessary quality and standard audits, planning, auditing and/or executing information security processes, determining and implementing commercial and business strategies, planning and/or executing business continuity activities, monitoring financial, accounting and invoicing processes, following legal processes, ensuring that the data are accurate and up-to-date, ensuring the security of Company operations, ensuring the legal, technical or commercial security of real or legal persons who have a business relationship with Hayhay, and for purposes related to Company procedures.

17.2. Hayhay publishes the rules regarding the processing of personal data and the information text on its Website. The User declares that the rules regarding the processing of personal data and the information text have been communicated to them prior to the conclusion of this Agreement.

17.3. Hayhay may unilaterally amend the rules regarding the processing of personal data from time to time. In such a case, Hayhay shall notify the User of the amended rules.

18. ESTABLISHMENT, EFFECTIVE DATE AND TERM OF THE AGREEMENT

18.1. This Agreement shall be deemed to have been established when the User completes the identity verification steps with Hayhay and submits their account opening approval via the Service Interface. The Agreement shall enter into force upon its establishment.

18.2. This Agreement shall remain in force unless terminated unilaterally by Hayhay or the User without being subject to a specific term.

19. RIGHT OF WITHDRAWAL

19.1. The User has the right to withdraw from the Agreement within 14 (fourteen) days of its formation without giving any reason and without paying any penalty. If the User wishes to exercise their right of withdrawal, they must notify Hayhay of their intention to withdraw within

14 (fourteen) days via the Call Centre on 0850 222 95 96, in writing, or by means of a durable medium.

19.2. The Agreement shall terminate upon the User notifying Hayhay of their withdrawal request, and all Services provided to the User shall be suspended within a maximum of 7 (seven) days following the User's notification of withdrawal to Hayhay.

19.3. When the right of withdrawal is exercised, the electronic money belonging to the User shall be refunded to the bank account or payment institution account specified by the User within 7 (seven) business days at the latest.

20. TERMINATION

20.1. The User may terminate the Agreement unilaterally at any time without giving any reason, provided that they give at least 10 (ten) days' prior notice. If the User wishes to exercise their right of termination, they must notify Hayhay of their withdrawal in writing or via a durable data storage medium by calling the Call Centre on 0850 222 95 96. Upon receiving the termination request, Hayhay shall fulfil the requirements of the termination process as soon as possible, provided that the customer has fulfilled their obligations under the Agreement.

20.2. Upon termination of the contract, the electronic money belonging to the User shall be refunded to the bank account or payment institution account specified by the User within a maximum of 7 (seven) business days.

20.3. Hayhay may terminate this Agreement by giving at least one month's prior notice. Where Hayhay is required to terminate the Agreement due to its obligations under the Legislation, Hayhay may terminate this Agreement immediately without waiting for the one-month notice period. Hayhay shall notify the User of the termination using the contact details provided by the User via a durable medium.

20.4. In the event of termination of the Agreement, the User may be charged a termination fee limited to the costs incurred by Hayhay in relation to this Agreement and the services to be provided under the Agreement that are directly attributable to the customer. No fee may be charged for termination after one year.

20.5. If the User has paid an amount in advance for the use of the Services, any excess amount paid shall be refunded to the User upon termination.

20.6. If one of the Parties breaches its contractual obligations and fails to remedy the breach within one (1) week of the date of receipt of the request made by the other Party to remedy the breach, this Agreement may be terminated immediately without compensation by the Party sending the notice, by means of a written notice.

20.7. If it is determined that the User has used the Service provided by Hayhay for purposes contrary to the law or morality, or has procured goods or services contrary to the law or morality, or if Hayhay is required to do so under the law, this Agreement may be terminated immediately by Hayhay without any compensation.

20.8. Should Hayhay's licence to operate under the Law be terminated for any reason, this Agreement shall be terminated by Hayhay upon notification, without any obligation to pay compensation.

21. REFUND OF ELECTRONIC MONEY UPON TERMINATION OF THE AGREEMENT

21.1. Upon termination of the Agreement for any reason, the amount of funds corresponding to the issued electronic money shall be transferred to the bank account belonging to the User, or to an account with another payment institution, or to a credit card, as notified by the User when exercising their right of withdrawal or termination.

21.2. If the Agreement is terminated by Hayhay, the User must notify Hayhay of the bank account or payment institution details to which the funds corresponding to the issued electronic money will be refunded within one month following the date of the termination notice issued by Hayhay; if the Agreement is terminated without notice by Hayhay, the User must notify Hayhay within one month following the termination. If the User fails to make this notification, Hayhay shall be released from its obligation to refund the amount of funds corresponding to the issued electronic money by making a payment to a bank account previously notified by the User as belonging to them, or to an account with another payment institution, or to a credit card.

21.3. The powers granted to Hayhay and the obligations imposed on it by the Legislation (such as asset freezing decisions, Hayhay's right to use its set-off rights, and similar) regarding the non-payment of the fund amount corresponding to the issued electronic money shall remain reserved.

22. COMPLAINTS

22.1. The User may submit complaints and objections regarding the Services provided by Hayhay by contacting Hayhay's Call Centre at 0850 222 95 96 or by emailing destek@hayhay.com. Hayhay will review these complaints and inform the User within 20 (twenty) days at the latest.

22.2. The User may apply to the arbitration committees established by the Turkish Payment and Electronic Money Institutions Association for the evaluation and resolution of disputes, provided that the rights of appeal recognised by the provisions of the Consumer Protection Law and other laws are reserved.

22.3. If Hayhay fails to respond to an application made to Hayhay, if the response is negative, or if the User finds the response provided to be insufficient, an application may be made to the Arbitration Panel free of charge within 60 days from the date the response should have been provided or from the date of the response, by completing the application form with the relevant information and uploading the necessary documents, and submitting it via the www.todeb.org.tr website.

22.4. The Arbitration Panel application form can be accessed at www.hayhay.com or www.todeb.org.tr. The form can be submitted electronically via www.todeb.org.tr after filling in the relevant information and uploading the necessary documents.

23. DISPUTES

23.1. If the user wishes, they may apply in person or through a solicitor to the arbitration panels established by the Turkish Payment and Electronic Money Institutions Association, which was set up to resolve disputes arising from consumer transactions and consumer-oriented applications. Information on how to make such applications can be found at www.todeb.org.tr.

23.2. If the user wishes, they may apply in person or through a solicitor to the Consumer Arbitration Panels established under the Consumer Protection Law or to the competent and

responsible courts regarding disputes arising from consumer transactions and consumer-oriented applications. Applications to Consumer Arbitration Boards may be made electronically via the Consumer Information System (TÜBİS) (https://tuketicisikayeti.ticaret.gov.tr).

24. NOTIFICATIONS

24.1. Unless otherwise expressly stated in this Agreement, all notifications to Hayhay shall be made using the contact details specified in Article 1. Hayhay may require that the notification be made through a notary public if additional Identity Verification steps are required for certain requests. In this case, all amounts payable shall be borne by the User.

24.2. Notifications to be made by Hayhay shall be made using the Contact Information provided by the User to Hayhay. The User is obliged to immediately notify Hayhay of any changes to this information. If the User fails to notify Hayhay of changes to their contact details, Hayhay shall be deemed to have fulfilled its notification obligation by making the notification using the contact details provided by the User.

25. FORCE MAJEURE

25.1. Human and natural disasters, war, mobilisation, fire, strike, lockout, etc., which did not exist and could not be foreseen on the date this Agreement was signed, and which occur in such a manner and to such a degree as to partially or completely, temporarily or permanently, suspend the working capabilities of the Parties or a single Party. -and not limited to these- and other circumstances arising beyond the control of the Parties shall be considered force majeure.

25.2. In the event that Hayhay is unable to provide the Services due to force majeure, the User shall not be entitled to claim compensation for the non-provision of the Services.

25.3. In the event of force majeure, Hayhay Services may be temporarily suspended. In such cases, no compensation shall be paid to the User.

26. CHANGES TO THE AGREEMENT

26.1. Hayhay reserves the right to change the rules and conditions relating to these Services at any time. Should such changes (whether made by Hayhay or arising from the Law and other relevant legislation) result in a change to the terms of this Agreement (unless the legislation changes provide for a shorter period) the User shall be notified 30 (thirty) days prior to the entry into force of the relevant change, including information on the scope of the change, the effective date and the User's right of termination.

26.2. If the User does not accept the aforementioned change, they may terminate the Agreement without paying any fees. If the User does not exercise their right of termination within the 30 (thirty) day period before the change takes effect, as notified to them, the change shall be deemed accepted. The User may not make any claims against Hayhay in this regard.

27. INTEGRITY OF THE AGREEMENT

27.1. If any provision of this Agreement that is not essential is deemed invalid in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement.

28. ASSIGNMENT

The User may not assign or transfer any of the rights and obligations arising from this Agreement, in whole or in part, to any third party without the prior written consent of Hayhay.

29. EXERCISE OF RIGHTS

29.1. The failure of either Party to take action against a breach of any provision of this Agreement by the other Party shall not constitute a waiver of that Party's rights, and the other Party shall remain entitled to exercise its rights under the Agreement in the event of any subsequent breach. Failure by the relevant Party to exercise any right arising from this Agreement within the specified time or to exercise it late shall not mean that the Party entitled to such right has waived that right.

29.2. This Agreement, consisting of 29 (twenty-nine) articles, shall be established and enter into force upon the User completing the identity verification steps with Hayhay and submitting the account opening approval via the Service Interface.

USER

HAYHAY ELEKTRONİK PARA VE ÖDEME HİZMETLERİ A.Ş.