

TERMS OF USE

Thank you for using our website www.isgyo.com.tr (“**Website**”).

By visiting the Website and any pages hereof, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions contained herein. If you do not agree to the Terms of Use, you should not use the Website.

The terms “**user**” and “**you**” shall refer to persons who use the Website either through simply visiting the Website, or creating a user account. The terms “**Is GYO**” and “**we**” shall refer to Is Gayrimenkul Yatirim Ortakligi Anonim Sirketi.

IMPORTANT NOTICES

Please pay attention to the following remarks before reading the rest of the Terms of Use.

Data Protection and Privacy Policy

Privacy of our users is important to us and we are committed to protect their personal data. Data Protection and Privacy Policy available on www.isgyo.com.tr is developed therefore to explain how we may collect and process personal data, and use cookies and similar technologies. Any information that you provide to us is subject to the aforementioned Policy, and by visiting the Website you expressly consent your personal data to be processed in connection with your use of the Website. You should learn about how your personal information may be processed, and how to use your rights on your personal data, and decline or delete cookies and similar technologies, from our Data Protection and Privacy Policy before you continue to use the Website.

Updates

You must be aware that we may modify the Terms of Use, or adopt new terms and conditions at any time, by posting updated terms and conditions to the Website. By continuing to access or use the Website after updates being made, you agree to be bound by the updated terms and conditions. Therefore, you must regularly check the Terms of Use and cease using the Website if you do not agree to any updates made.

1. SCOPE OF THE TERMS OF USE

1.1. The Terms of Use set forth terms and conditions which will apply to your use of the Website. Regardless of duration or frequency, your use of the Website signifies that you have read, understood and agreed to be bound by the Terms, as of the date of your first visit to the Website.

1.2. In addition to the Terms of Use, Is GYO may adopt new terms and conditions which will govern the use of particular features or pages of the Website. By using such pages or features, you will be further acknowledging that you have read, understood and agreed to be bound by the terms and conditions contained therein. If you do not agree to such additional terms of and conditions, you must not use such pages and features of the Website.

2. USER ACCOUNT

2.1. You can use the Website without registering and logging in to a user account. However, the use of certain features or content offered on, or through, the Website may be subject to the opening of a user account or logging in thereto.

2.2. The user hereby represents, warrants and covenants that

- (i)** all information provided by the user in connection with his/her account is, and will be current, valid and accurate, and the user will immediately comply with any requests issued by Is GYO to such effect,
- (ii)** the user does not act on behalf of another person in opening a user account, except that he or she may act on behalf of a legal person under a valid authorization,
- (iii)** the user will not share his/her account and account information with any third person,
- (iv)** the user assumes responsibility for maintaining the confidentiality and security of his/her account and for all activities that occur on, or through his/her account.

2.3. In the event of the unauthorized use of the user account, neither the user nor the person using or benefiting from the Website/user account in an unauthorized way may bring any claims or complaints against Is GYO.

2.4. Is GYO reserves the right to suspend or terminate the user account at any time for any reason, including, but not limited to, the followings:

- (i)** to enforce the Terms of Use and prevent actual or possible breaches of law or the Terms,
- (ii)** to protect the integrity, stability, reputation and trustworthiness of the Website and other Is GYO systems,

- (iii) to defend any legal action/threatened legal action without consideration for whether such legal action is eventually determined to be with or without merit,
- (iv) to avoid any liability, or
- (v) to comply with court or administrative orders.

3. CONTENT OF THE WEBSITE

3.1. All information, advertising and any other material and content either provided on or through the Website or by electronic mail or other communication methods (collectively referred as “**Content**”) is provided only for informational or promotional purposes. In this context, the Content does not constitute an offer or solicitation of an offer for the sale or renting of immovables or another product or service, or for making them subject to any other type of contract.

3.2. GYO does not provide any guarantee or warranty as to the accuracy, completeness, timeliness or suitability of the Content.

3.3. GYO has the right to (but no obligation to) change, correct, update and discontinue any Content, at any time without notice.

4. AVAILABILITY

We do not guarantee or covenant the availability of the Website on a continuous or uninterrupted basis. The Website may be inaccessible or inoperable for any reason including, but not limited to, maintenance, repairs, replacements, new features, equipment/system malfunctions, technical problems, or causes beyond our reasonable control or that are not reasonably foreseeable. You hereby understand and agree that we assume no liability to you with regard thereto.

5. GENERAL RULES OF CONDUCT

We have established some ground rules to ensure the security, integrity and trustworthiness of the Website. Please avoid of doing any of the followings (and do not attempt or assist another person to do so):

- (i) engaging any activities related to the Website that are contrary to applicable law, the Terms of Use or other terms and conditions applicable to your use of particular pages/features of the Website,
- (ii) using the Website in any manner that could damage the Website or interfere with other users’ enjoyment of the Website,
- (iii) imposing an unreasonable or disproportionately large load on our infrastructure,

- (iv) using any robot, spider or other automated means to access, monitor, copy or otherwise use the Website or any content included herein for any purpose,
- (v) using or distributing viruses or other computer programming routines that may damage, intercept or expropriate the Website or other systems of Is GYO,
- (vi) probing, scanning, or testing for vulnerabilities in the Website,
- (vii) using the Website and any content herein in an unauthorised way, or for any purpose outside the scope of personal and uncommercial use,
- (viii) engaging in any intellectual property infringement.

6. INTELLECTUAL PROPERTY

6.1. The Content made available on the Website including without limitation the text, graphics, user interfaces, visual interfaces, software, scripts, source code, API, photos, sounds, music, videos, interactive features, trademarks, and logos contained therein are owned by or licensed to Is GYO, and are subject to intellectual property law and unfair competition law.

6.2. You hereby agree not to copy, modify, lend, sell, rent, licence, download, process, reproduce, distribute, transmit, broadcast, display, create derivative works on, or exploit the Content for any purposes. The Terms of Use shall not transfer the ownership of the Content to you, or grant you any other right on the Content.

7. THIRD PARTY WEBSITES

7.1. This Website may contain links to third-party websites. Linked websites operate independently from us and the inclusion of any links to third-party websites does not indicate any affiliation, endorsement, approval or verification by Is GYO. We do not provide any guarantee or warranty for the content of linked websites, including any advertisements, materials, goods and services contained therein.

7.2. You hereby expressly accept that Is GYO is not responsible for operations, content and practises of linked websites, and any claims, complaints or disputes arising out of, or in connection with, third party websites, goods or services cannot be brought against Is GYO. You should learn about the privacy policies and other terms and conditions applicable to your use of such third-party websites and make your own judgement to use or not to use them.

8. DISCLAIMER OF WARRANTIES

8.1. NOTHING IN THE TERMS OF USE SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY IS GYO. WE

PROVIDE THE WEBSITE ON “AS IS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, PERTAINING TO THE WEBSITE OR CONTENT INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY OR IMMUNITY FROM VIRUSES OR OTHER HARMFUL COMPUTER PROGRAMMING ROUTINES.

8.2. THE DISCLAIMER SET FORTH HEREIN SHALL ALSO ENURE TO THE BENEFIT OF OUR GROUP COMPANIES, DIRECTORS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND LICENSORS.

9. LIABILITY

IN NO EVENT IS GYO SHALL BE LIABLE TO YOU OR THIRD PARTIES RELATED TO YOU, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, LOSS OF INCOME, OR LOSS OPPORTUNITY ARISING OUT OF OR IN CONNECTION WITH ANY USE OF OR INABILITY TO USE THE WEBSITE, ON ANY BASIS OR CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACTUAL, TORT OR CARE LIABILITY, EVEN IF IS GYO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION

You shall indemnify, defend and hold harmless Is GYO and its group companies, employees, directors, representatives, contractors and licensors against any claim, liability, demand and expenses, including reasonable attorneys' fees, relating to or arising from: **(i)** your use of the Website, **(ii)** any violations by you of this Terms or applicable law, or **(iii)** your violation of any rights of third parties.

11. SEVERABILITY

If any term, condition or provision of the Terms shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the other provisions of, or any other documents referred to in this Terms.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. This Terms shall be governed by and construed in accordance with the laws of the Republic of Turkey.

12.2. Any claim, controversy or dispute arising out of, or in connection with, this Terms shall be exclusively submitted to Istanbul (Caglayan) courts and Execution Offices.