

## GENERAL SERVICE CONDITIONS

This agreement states the terms and conditions (here in after “Terms of Use”) governing Your use of the ShopDesigner Website [www.shopdesigner.net](http://www.shopdesigner.net) (or any other address which could be substituted for it) through which the Service is made available to You (here in after “ShopDesigner Website”).

Please read these Terms of Use carefully. These Terms of Use may be updated and amended from time to time. Please check the Terms of Use published on the ShopDesigner Website regularly to ensure that you are aware of all terms governing it, as you will be bound by the Terms of Use in force at the time you use the ShopDesigner Website.

In addition, when you use any current or future paid service on this ShopDesigner Website, You will also be subject to the applicable Additional Terms.

### 1- ACCEPTANCE OF TERMS OF USE

ShopDesigner Website, a service provided by Cevizoğlu Mağazacılık San. ve Tic. A.Ş. headquarter located in Ömerli Mah. Ilgaz Sok. No:12 Hadımköy, Arnavutköy, İstanbul, Türkiye registered with

Mersis number 207052452800016. “ Shopline shopfitting is a registered brand of Cevizoğlu Mağazacılık San. ve Tic. A.Ş. provides the service ShopDesigner. (hereinafter all together referred “We”, “Our”, “Us”).

By using the ShopDesigner Website, by providing Us information, by using the Service offered by the ShopDesigner Website, You signify that you agree to be bound by these Terms of Use. These Terms of Use govern the relationship between Shopline and You and prevail over any other document. In the event that the Additional Terms are to apply to the use of the Service, the Additional Terms will prevail over the Terms of Use in the event of a conflict or discrepancy.

If You do not accept these Terms of Use, You agree not to use and proceed with the navigation of the ShopDesigner Website, not to proceed with the Service, including the user process (where necessary), and immediately cease all access to and usage of the Service.

### 2- DEFINITIONS

“Terms of Use” means these terms and conditions and any of their subsequent modifications and updates. The term “Terms of Use” includes by reference, as applicable, the additional terms that are more specifically applicable to the Fee-Based Service to which You may be a user via the Service and to their subsequent modifications and updates (hereinafter “Additional Terms”).

“Content” means the content, template, image, plan, document, and other elements You create, You upload or download via the Service at Your own initiative (for example: Your project’s 2D plan or 3D mock up), as well as any publication and/or blog You write and any comment, observation, suggestion, remarks and/or message You post via the Service, to the exclusion of all other content, in particular those elements belonging to Shopline, and for which You benefit from a user license in accordance with these Terms of Use.

“Element” means any other element besides the Content, and particularly those elements consisting of the Service or which are accessible and/or made available by Shopline via the Service and/or ShopDesigner Website, such as, but not limited to, editorial content, data, information, texts, files, models (2D or 3D), images whether animated or not, photographs, videos, sounds, logos, designs, brands, software (including the Service), as well as all content created by Shopline upon Your request, or otherwise generated via the Service upon Your request (such as HD renderings, 360° 3D mock up, immersive views, panoramic images etc.).

"Software", 5846, Republic of Turkey legislation, Idea and records related to the computer program under Art Works Act - the Shop Designer names covered by the registration, 2019/1897 record -

protected by registration number is registered, supported by the work that the operating systems of modern all Internet browser, store It means the software, website, programs that are used in the field of decoration, working on the internet browser, serving as a computer program / data application with a 3D store design, and running the service. All software, website and programs belong to Shopline or its suppliers.

“Service” means the online service “ShopDesigner” provided by Shopline in particular via the Software accessed and used on the ShopDesigner Website. The Service consists in a 3D floor plan layout and project management User service and other value-added features which allows You to conceive, model, and rearrange the interior and exterior spaces of Your choice in two or three dimensions. It includes basic features and additional options which can be chosen by You.

“User”, “You” or “Your” is used to designate the person, who accepts these Terms of Use, uses the Service, and is thus authorized by Shopline to access and use it in accordance with these Terms of Use.

Defined terms can be used in a singular or plural form.

### **3- ACCESS TO THE SERVICE**

The purpose of these Terms of Use is to define the conditions according to which (i) Shopline accepts to grant You the right to access and use the ShopDesigner Website and the Service and (ii) You are authorized to use such ShopDesigner Website and the Service for personal and noncommercial purposes and for Your own personal needs (unless expressly stipulated to the contrary in the Additional Conditions).

Access and use of the ShopDesigner Website and Service requires an Internet connection. The necessary configuration for access to and usage of the ShopDesigner Website and Service are under your exclusive technical and financial responsibility. This configuration and access may involve the payment of fees and subscriptions, for example those related to an Internet network connection and the services provided in this respect by Internet service providers. You must also provide, and are responsible for, the necessary equipment for accessing the ShopDesigner Website and Service.

Shopline will not be responsible in the event of difficulties related to access in connection with your configuration.

### **4- REGISTRATION – PASSWORD – SECURITY**

Access to features offered by the Service (such as project saving, access to free or fee-based options, etc.) and their usage requires Your prior identification with Shopline, which involves registration. You have to register by opening a free-of-charge account. Such account will allow You to access all “ShopDesigner” services made available by Shopline.

Shopline has the right to grant, freeze, or discontinue any permission or any means of access necessary for the usage of the service at any given time without any prior notification to any of its users.

Service subscription is only authorized by persons possessing the capacity to perform legal acts according to the applicable law in their country of residence.

In consideration of Your registration to the ShopDesigner Website and the Services, You represent that (i) You are at least 18 years of age or if You are between 13 and 18, You use the ShopDesigner Website and/or any Service only with the involvement of a parent or a guardian, (ii) You have the legal right to accept these Terms of Use, including the right to do so on behalf of Your organization if You use the Service for professional purposes, and (iii) You are not barred from receiving products and services under the laws of any applicable jurisdiction. Parents and guardians are jointly and severally

liable for all acts (including purchases and payments for Services) and omissions of their children aged under 18 years when using ShopDesigner Website and/or any Service.

To subscribe, You must convey complete, up-to-date, accurate, and truthful information at the time of subscription, and commit to subsequently correct it if it proves to be obsolete or no longer current. In the event of failure to comply with this obligation, Shoplevel reserves the right to suspend and/or close Your account, and to refuse the User all access to the Service.

You must also provide an available username, an email address (or telephone number where required), as well as a password associated with the username, which will allow You to authenticate Your identity and gain access to the Service and Your User account. You must also communicate Your country of residence. You agree not to register with a username infringing upon the rights of a third party. In particular, You agree not to use a username infringing upon copyright, trademark rights, trade names, commercial names, and/or third-party logos.

Your username and password are strictly personal, You agree to keep them confidential. You are fully responsible for maintaining the confidentiality of Your password. You are the only one authorized to use the Service with Your username and password, and You agree not to enable any other person access using Your identity or username.

The use of Your username and password presumes that You access and use the Service. Assuming You are aware a third party has gained access to Your User account, You agree to immediately modify Your password and inform Shoplevel without delay by e-mail at [info@shoplevel.com.tr](mailto:info@shoplevel.com.tr).

## **5- SERVICE DESCRIPTION – BASIC FEATURES AND ADDITIONAL SERVICE OPTIONS**

The basic features of the Service allow You to:

1. easily conceive and model interior and exterior spaces in 2D or 3D in order to have a better visualization of Your floor plan projects;
2. rearrange, furnish, and decorate these 3D spaces with the elements of Your choice, which will be available via the Service by way of an extensive catalog of furniture and decorative objects, certain of which are marketed by Shoplevel;
3. configure the dimensions and materials of generic objects,
4. manage Your floor plan projects over the long term.

The basic features are currently available to all Users for free. The service could be turned into a partly or fully paid service without any prior obligation to Shoplevel at any time. You must subscribe to these fee-based options and accept the applicable Additional Terms before being able to access them.

It is Your responsibility to decide whether the Service is adapted to Your needs depending on Your own specificities and characteristics, of which Shoplevel is unaware.

## **6- THE PUBLICATION OF CONTENT – CONTENT INTELLECTUAL PROPERTY**

You understand that any Content You may post on the ShopDesigner Website is of Your sole and unique responsibility. This means that only You, and not Shoplevel, are responsible for all Content that You may upload, post, license, sublicense, display or otherwise make available via the Service or the ShopDesigner Website. We do not control the Content posted via the ShopDesigner Website or Service and, as such, may not guarantee the accuracy, integrity or quality of such Content or that it does not violate any laws or rights of others.

The backup of Your Content via Your account will lead to its automatic publication via the Service. This Content will be associated with Your username. In some cases, Shoplevel may allow You not to publish Your Content.

You remain the owner of the intellectual property rights related to Your Content. The publication of Content via the Service in no way leads to a transfer of intellectual property rights benefiting Shopline or a third party, unless otherwise stipulated by these Terms of Use.

By publishing the Content via the Service and authorizing the publication of Content by Shopline via the Service, You grant:

(i) Shopline a worldwide free, non-exclusive, assignable, transferable, sub-licensable license for the duration of protection of the intellectual property rights, to use, modify, adapt, publish, distribute, reproduce, represent, and display the Contents via the Service, on all media and/or via all networks, by all presently known and/or unknown means, in every format, for advertising purposes, for promoting the Website and/or Service, and for marketing and/or public relations purposes. The media include, in particular, the ShopDesigner Website as well as any other Internet site or mobile application, via all types of devices (tablet, smartphone, computer, PC, television, etc.), on any paper media, photograph, slide, microfilm, or plastic film, with any mechanical, magnetic, cinematic, optical, or digital media, any disk, DVD, CD, CDI, CD-ROM, WORM disk, and in particular, all other computerized, electronic, and network formats (Internet, intranet, and extranet);

(ii) all Users and Internet users visiting the ShopDesigner Website and/or accessing the Service a worldwide free, non-exclusive, non-transferable and non-sublicensable, license for the duration of the intellectual property rights, to use, reproduce, represent, and display the Content on the ShopDesigner Website, on all other media and via all networks, by all presently known and unknown means, in every format, within the framework of a strictly personal and noncommercial usage.

You are and remain solely responsible for the Content published or circulated via the Service, and for its compliance with the applicable laws and regulations.

As such, You provide Shopline a first-demand guarantee against any recourse or action that could arise upon the exercise of the rights granted to Shopline and/or the Users by these Conditions, and any person who considers they have any of the rights to enforce all or part of the Content and/or its use by Shopline and/or the other Users.

## **7- LINKS TO THIRD PARTY WEBSITES**

We have no control over any of the third party Websites to which the ShoplineWebsite has links nor do We contribute in any manner to these third party Websites and We assume no responsibility for the contents of any third party Websites to which the ShopDesigner Website has links.

These links are provided solely as convenience to You. If You use these links, You will leave the ShopDesigner Website. We exclude all liability arising therefrom and do not endorse or make any representations about them or any information, software or other products or materials found there, or any results that may be used by using them. If You decide to access any third party Websites linked to the ShopDesigner Website, You do so entirely at Your own risk.

## **8- LINKING TO THE ShopDesigner Website**

You may link to the ShopDesigner Website if You do not replicate the home page of the ShopDesigner Website and subject to the following conditions:

- You requested and obtained Our prior written approval
- You do not remove, distort or otherwise alter the size or appearance of Our logos;
- You do not create a frame or any browser or border environment around the ShopDesigner Website
- You do not in any way imply We are endorsing any products or services other than Our own products and services

- You do not misrepresent Your relationship with Us nor present any other false information about Us;
- You do not otherwise use any of Our trademarks displayed on the ShopDesigner Website without Our prior express written permission
- Your Website does not contain content that is distasteful, offensive or controversial towards Us or any third party, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause for breach of these Terms of Use and to take any action We deem appropriate. You shall fully indemnify Us for any loss or damage suffered by Us or any of Our group companies for breach of this clause.

## **9- YOUR CONDUCT WHEN USING THE SHOPDESIGNER WEBSITE AND THE SERVICE**

You acknowledge that You will not:

- Upload, reproduce, post, display, license, sublicense or otherwise make available any content that is offensive, inappropriate, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or contrary to all applicable laws and regulations;
- Harm minors in any way;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded through the Service or the ShopDesigner Website;
- Upload, reproduce, post, display, license, sublicense or otherwise make available any content that (i) You do not have a right to make available under any law or under contractual or fiduciary relationships, (ii) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- To interfere with or disrupt the ShopDesigner Website, the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Modify, adapt or hack the ShopDesigner Website or modify another website so as to falsely imply that it is associated with the ShopDesigner Website;
- Use any elements available on the ShopDesigner Website (including, without limitation, textures files) except if specifically authorized on the ShopDesigner Website or through a separate license;
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
- Stalk or otherwise harass another;
- Create, send or submit unwanted email to any other user of the ShopDesigner Website or Services;
- Collect or store personal data about other users of the ShopDesigner Website or Services where relevant in connection with the prohibited conduct and activities set forth above; and/or
- Violate in any manner any applicable laws.

You acknowledge, consent and agree that We may, without prior notice or compensation, (i) remove any content that violates the Terms of Use and that (ii) access, preserve and disclose your account information, if any, and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- Comply with legal obligations;

- Enforce the Terms of Use;
- Respond to claims that any content violates the rights of third parties; or
- Protect the rights, property or personal safety of any person.

## **10- LIMITED LICENSE TO ACCESS AND USE THE SHOPDESIGNER WEBSITE – PROPRIETARY RIGHTS**

The Service (in which the Software is included), ShopDesigner Website, and each of the Elements, data, Website design text, software in object and source code (including applets), scripts, downloads, graphics, photos, interactive features and the like and their selection and arrangement, the Services and the trademarks, trade names, trade dress, service marks and logos contained therein are licensed to Shopline or are the sole property of Shopline or its licensors and contain proprietary and confidential information.

Subject to compliance with the stipulations of these Terms of Use, in particular the limitations provided by this article, You are only authorized to access and use the Service and Elements for personal and noncommercial purposes and Your own personal needs (unless otherwise stipulated by the Additional Terms).

The right to access and use granted is limited, non-exclusive, non-transferable, and non-sublicensable, and only allows You to display all or part of the Elements and/or Service in the framework of this access and use, for the duration of such use or when applicable the duration for which You have paid the subscription to the Service.

You are forbidden, except within the limits authorized by applicable law, to:

- access and/or reproduce and/or represent and/or use all or part of any of the Elements and/or Service in any other way and/or for any other purpose than those explicitly provided by these Terms of Use;
- to disassemble, decompile, perform reverse engineering on all or part of any of the Elements and/or Service incorporating software or attempt to discover in any manner its source code. The Service may not be used with other software or another application, and Shopline will not provide You with the information required to operate the software application accessible via the Service with other, independently-created software;
- adapt, translate, modify, or create products or works derived from all or part of any of the Elements and/or Service;
- circulate and/or represent and/or publish all or part of any of the Elements and/or Service;
- rent, sell, lease, sublicense, commercialize, grant, or transfer all or any of his rights relating to all or part of any of the Elements and/or Service, or allow all or part of any of the Elements and/or Service to be copied;
- perform an act prohibited by article 10 of these Terms of Use;
- and more generally, to perform any act or behavior not explicitly permitted in the framework of these Terms of Use or susceptible to violate the intellectual property rights of Shopline;

You are thus informed that the right to use the Service is solely granted for the duration of such use of and/or subscription to the Service and in a way that is in strict compliance with the Terms of Use, and that consequently both will automatically cease with the dissolution of the Terms of Use and/or closing of the User's account. The right of use of the Service and these Terms of Use does not confer You any proprietary right on all or part of any of the Elements and/or Service. All rights not explicitly granted by these Conditions are explicitly reserved by Shopline or third parties.

Each of the Elements and/or Service and any authorized copy of any of the Elements You made are and remain the exclusive intellectual property of Shopline and its licensors and suppliers.

The structure, organization, and code of the Service, Software, and/or ShopDesigner Website constitute trade secrets and the valuable confidential information of Shopline and its licensors and suppliers.

You agree under these Conditions not to remove and/or delete the references relating to copyright and to any other proprietary right appearing on the Service, Software, ShopDesigner Website, and/or Elements.

### **11- ABSENCE OF ASSISTANCE OR SUPPORT SERVICES**

Unless otherwise stipulated by the Additional Terms, Shopline is not responsible for providing technical assistance, maintenance, or any other help in the use of the Service.

In any event, Shopline explicitly reserves the right to fix any error which might affect directly or indirectly the Service, the Software and/or the Elements.

When modifying ShopDesigner Website and/or the Service, Shopline will make its reasonable effort not to impact Your Content.

### **12- COMMENTS AND SUGGESTIONS**

You may send any suggestion or comment concerning the Service to Shopline by writing an e-mail to Shopline at ShopDesigner@ShopDesigner.com, or by publishing a comment via the Service.

You explicitly recognize that none of the communications or publications made in this context is covered under any obligation of confidentiality, and consequently You authorize Shopline to freely reuse or not Your suggestions and comments without any compensation of any kind.

### **13- EXCLUSIONS AND LIMITATIONS OF LIABILITY**

The ShopDesigner Website, the Services and the data contained therein are provided “as is” and on an “as available” basis and without warranty, representation, condition or other term of any kind, either express or implied as to the operation of the ShopDesigner Website or the information content, materials or products on the ShopDesigner Website.

You consequently recognize that although the Service is designed to help You with the conception and rearranging of interior and exterior spaces, it is not a substitute for the designs, analyses, estimations, or tests carried out by specialized experts. You are responsible for determining how best to use the Service to obtain the desired results. Shopline, its licensors suppliers can in no way warrant the performance or results obtained by using the Service.

Shopline, in no way, is responsible for the results of any of the design or applications you may have with the service.

To the extent permitted by applicable law, We exclude all representations, warranties, conditions and other terms which might have effect in relation with the ShopDesigner Website, including but not limited to:

- The implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, use of reasonable care and skill or similar anywhere in the world,
- As to non-infringement of any third party’s intellectual property rights of any content published or made available through the ShopDesigner Website
- As to the server(s) that make(s) the Service available being free of viruses or other disruptive code which may infect, harm or cause damage to Your computer equipment or any other property when You access, browse, download from or otherwise use the ShopDesigner Website.

- The non-execution of Shopline obligations attributable to unforeseeable circumstances or force majeure such as defined by the Civil Code and specified by jurisprudence or the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility or telecommunication outages.
- Any drawbacks, obstacles, or damages inherent to the use of an Internet network, in particular service interruptions, external intrusions, or the presence of computer viruses, situations which will be regarded as force majeure.

We do not guarantee that the ShopDesigner Website will be error free and do not accept liability for any errors or omissions. We shall use reasonable endeavors to correct any errors or omissions as soon as reasonably practicable after being notified of them. You expressly agree that Your use of the ShopDesigner Website will be at Your sole risk.

Any advice or recommendation given by Us or Our employees or agents to You which is not confirmed off-line in writing by Us, is followed or acted upon entirely at Your own risk, and accordingly We shall not be liable for any such advice or recommendation which is not so confirmed, to the extent permitted by applicable law.

To the extent permitted by applicable law, Shopline and any of Our group companies and the officers, directors, employees, shareholders or agents of any of them exclude all liability and responsibility for any amount or kind of loss or damage that may result in any manner to You or a third party in connection with the ShopDesigner Website and/or the Service or in connection with the use, inability to use, or the results of the use of the ShopDesigner Website and/or the Service, any third party Website linked to the ShopDesigner Website, or the material on such Website, including without limitation any indirect, punitive or consequential loss or damages and any loss of income, profits, goodwill, data, contracts, use of money, loss or damages arising from or connected in any way to business interruption, due to viruses that may infect Your computer equipment, software, data or other property on account of Your access to, use of, or browsing the ShopDesigner Websites or Your downloading of any material from the ShopDesigner Website or any third party Website linked to any of the ShopDesigner Website and whether in tort (including without limitation negligence), contract or otherwise.

If Your use of material on the ShopDesigner Website results in the need for servicing, repair or correction of equipment, software or data, You assume all the costs thereof.

The User is responsible for Contents published via the Service and for damages Shopline or third parties may suffer as a result of his Contents or abusive use of the Service. In the event of a third-party claim against Shopline, You agree to defend Shopline at Your own cost, to release Shopline of all liability, and to reimburse Shopline any sums Shopline is required to pay as part of the said claim (including lawyers' fees and expenses). Shopline will inform You in the event of any such claims.

#### **14- SERVICE CANCELLATION AND TERMINATION**

You may terminate Your use of the Service at any time and without notice by closing Your account;

If You close Your User account, You may subscribe to and use the Service again, but You may not recover the Contents, Elements, and other data previously loaded and generated via the Service.

Shopline may close Your account, suspend Your ability to use certain portions of the ShopDesigner Website and or the Service, and/or ban You altogether from the ShopDesigner Website if You violate any of the provision of these Terms of Use.

In the event of non-compliance regarding any of Your obligations as defined by these Terms of Use, Shopline will send You a notification by e-mail summoning You to resolve this breach. If no action is taken within three (3) days of the notification, or if You commit another breach during this period of time, Shopline reserves the right to immediately and legitimately terminate Your use of the

ShopDesigner Website and the Service by way of an e-mail notification to You, without prejudice to any other rights or recourse. You are informed that in the event of dissolution of these Terms of Use by Shopline, Your account will be closed.

Because of the closure of Your account, unless otherwise stipulated in the Additional Terms, You will no longer be able to access the Service as well as any Content stored and/or published via the Service, as well as the data entered in Your User account via the Service. It is thus Your responsibility to take the necessary measures to back up Your Contents locally before termination, when this option is available.

All assignments of rights to Shopline, warranty limitations, and liability limitations provided by these Terms of Use will remain in effect after the termination of Your use of the Service.

## **15- ELECTRONIC COMMUNICATIONS**

When You visit the ShopDesigner Website, use or buy Our Service or send emails to Us, You are communicating with Us electronically. We will communicate with You by e-mail or by posting notices on the ShopDesigner Website or, if your communication was operated originally from a social network, via such social network.

You agree that, to the extent permitted by applicable law computerized records, digital files, electronic communications conserved in Shopline's computer systems, are considered evidence of the relationship and communication arising between Shopline and You in the context of the use of the Service.

These elements thus constitute evidence and, if they are produced as means of evidence by Shopline in any proceedings, will be admissible, valid, and opposable in the same way, in the same conditions, and with the same probative force as any document which may be established, received, or conserved in writing.

## **16- MODIFICATION OF THE ShopDesigner Website AND THE SERVICES**

We reserve the right at any time to modify or discontinue, temporarily or permanently, the ShopDesigner Website and the Service (or any part thereof) with or without notice. You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

## **17- EXPORT RESTRICTIONS**

You shall comply with all applicable countries' export and re-export laws and regulations.

You shall not directly or indirectly export, re-export, transfer, provide or permit the transshipment of all or part of the Service, including the Software and/or technical data pertaining to it, the Content and/or the Elements made available to You through the ShopDesigner Website i) to any country or recipient that is subject to sanctions or that requires an authorization, without first obtaining such authorization, and (ii) to any recipient that is involved in the proliferation of any nuclear, chemical or biological Weapons or missile delivery systems and (iii) to be diverted to any country, company or individual if prohibited by the applicable export laws of any country. You shall, at your sole cost and expense, obtain all permits, licenses and other consents necessary to the conduct of Your activities hereunder.

Shopline shall have no liability to You if any necessary authorization, license or approval is not obtained.

## **18- APPLICABLE LAW AND COMPETENT JURISDICTION**

The Terms of Use shall in all respects be governed and construed in accordance with the laws of Republic of Turkey and any dispute arising out of or in connection with the use of the ShopDesigner Website or the Service shall be brought before the exclusive jurisdiction of the competent courts of Istanbul (Çağlayan). You acknowledge and agree that the sentence immediately above shall not prevent, restrict or otherwise limit in any manner, Shopline's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

This agreement is originally prepared in Turkish and can be translated into other languages. In any case of a dispute, Turkish version is to be taken into consideration.

## **19- MISCELLANEOUS**

You may benefit from additional rights according to mandatory laws of the country in which You have your habitual residence. We do not intend to limit these rights beyond what is applicable according these mandatory provisions.

If a stipulation of these Terms of Use should be considered invalid or declared as such under an applicable law or regulation or following a definitive ruling by a competent jurisdiction, the other stipulations will retain their full force and effect.

None of the parties may grant, transfer, or cede in any other way all or part of these Terms of Use, whether for reward or free of charge, without prior written permission from the other party. As an exception to the aforementioned, Shopline may freely grant, transfer, or cede in any other way all or part of these Terms of Use within the framework of a reorganization (this includes any merger, takeover, universal transmission of common property, sale, transfer or partial or total transfer of assets, and change in direct or indirect control).