

Sintek Madencilik Makine Sanayi İnşaat Danışmanlık Ve Dış Ticaret Ltd. Şti.

Internet Site Usage Conditions

Thank you for visiting our website. Please read the Terms and Conditions in this document carefully, as any use of this website constitutes your acceptance of the Terms and Conditions set forth herein.

The terms “we”, “our” and “Sintek” on this site belong to Sintek Madencilik Makine Sanayi İnşaat Danışmanlık Ve Dış Ticaret Ltd. Şti. and one of its subsidiaries depending on the context. “You” refers to the persons who access and/or use this website.

This contract (hereinafter to be briefly referred as the “Contract”), is a formal contract concluded between you and Sintek Madencilik Makine Sanayi İnşaat Danışmanlık Ve Dış Ticaret Ltd. Sti. Indicating the agreement of both parties regarding the issues below.

Contact Address: Mutlukent Mahallesi 1978. Cadde No:18 Çankaya / Ankara

MERSIS:

Reference: Internet Site Usage Conditions,

Sintek currently uses the website <https://www.sintek.com.tr/> of the Republic of Turkey (hereinafter referred to as the “Site”), and as stated below, by using any of the services offered through this Site, you accept that you are a user of the Site and as long as you continue to benefit from the services offered on the Site in this capacity, you accept that you are bound by the terms of use set forth in this Agreement and you undertake to comply with them. The use of some of the services offered on the Site may be regulated by some additional rules, and in such cases, you may be asked to declare that you accept the additional rules mentioned during your access to the use of the relevant services. The said additional rules will come into effect as soon as you start using the relevant service which are an integral part of this Agreement. In addition to this, Sintek’s Privacy Policy is also an integral part of this Agreement and regulates collection of data you share with Sintek during your use of the Site and Sintek’s rights on the data. For this reason, you should also read this Privacy Policy before using the Site and starting to benefit from the services offered.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND THE PRIVACY POLICY WHICH ARE INTEGRAL PARTS TO THIS AGREEMENT, DO NOT USE THE SITE AND THE SERVICES OFFERED.

Sintek reserves the right to make changes in the services it offers, offer new services and / or remove existing services, and this Agreement shall be valid for all added, amended and/or removed services. This Agreement and the Privacy Policy, which is an integral part of it, can be amended any time with Sintek’s unilateral will, with or without notice. In case of changes as stated, different updated texts of this Agreement and the Privacy Policy, its integral part, will be published on the home page of the Site and the changes will take effect on the date of publication. Your continued use of the Site and the services offered after the changes are published will mean that you accept these changes and declare that you are bound by them. Please confirm the date of last update of the Agreement and its integral part, the Privacy Policy by reviewing the end of the texts. In order to follow the update dates, Sintek will specify the last amending date of the Agreement and its integral part, the Privacy Policy at

the end. Therefore, you should regularly follow the Agreement and the Privacy Policy on the Site to be aware of the updated texts.

USE OF SITE AND SERVICES

The site users and users who have shared their information with us to benefit from the services offered accept and undertake the following:

Password and Security: In order to benefit from some services on the site, you need to share your contact information and it is the responsibility of users to ensure the confidentiality of this contact information and other information. It is especially important for your information security that you set a strong password and do not share your e-mail password with anyone. Again for this purpose, it is important to log out after each use.

The following cannot be determined from the information to be shared with us on the Website:

- Name, surname and other personal data belonging to a third person in order to replace him,
- A right of any person or information about that right,
- Information, notes and shares that are illegal, illegitimate and/or disturb a third party and that disclose the personal data of such third parties without their consent and violate the personal data security of the persons concerned.

For any damages that Sintek and/or third parties may suffer as a result of sharing their personal data without the consent of third parties, the ownerperson who shares the said data will be responsible. Users using shared computers agree and undertake to close their e-mail user accounts, where they can contact us after use but before leaving the Site.

On the other hand, if you think that the security of your e-mail account is in danger and/or you suspect that your login information such as your password or correspondence with you is accessed by the third parties, you should inform Sintek of this situation without delay.

Your notification about unauthorized access is not sufficient to require Sintek to take a precaution, and you are responsible for all risks that may arise due to unauthorized use of your account. Site users accept and undertake that Sintek is in no way responsible for any damage that may arise as a result of their actions in violation of this clause and/or for the use of their personal data against their consent as a result of the seizure of passwords or personal data by third parties.

Geographical limitations: The site and the services offered have been prepared for use within the borders of the Republic of Turkey. Users agree and undertake to comply with this Agreement and all kinds of local, national and international laws and regulations. If it is prohibited, it is not possible to use the Site and benefit from the services. Users should not

use the Site and services unless it is not allowed to benefit from the services in their own legal systems.

Registered information: The entire responsibility about the following issues only belong to the users:

- Information and content submitted to the Site by the user,
- Any information published, transmitted, sent or made accessible by the user during the use of the Services (hereinafter referred to as “Submitted Information”).

Reporting the breaches: In case of breach of this Agreement by all third parties, including registered users must inform Sintek without delay.

Limitation of benefiting from the Site and Services: At Sintek’s sole discretion, Sintek may prohibit activities that it deems inappropriate and/or that may constitute an illegal act or that are prohibited by law applicable to this Website. Users accept and undertake that they will exempt Sintek from any kind of liability if they engage in content and information transfer and activities, including but not limited to the ones listed below, and that Sintek has no responsibility for these activities.

- Personal data belonging to third parties and used without permission,
- Access to the Site via services / programs containing viruses, time bombs, Trojan horses, cancelbots (programs or bots that run on an internet server and automatically send unwanted messages to groups on the internet), worms and other harmful or corrupt code, components or devices where access is not granted,
- Information and content that uses scripts, boots or other automated technologies to access the Site and services,
- Information and content that uses the Site and services to send chain mails, junk and anonymous mails,
- Spam, spim (SPAM type used in IM services), phishing, trolling (attempting to attract users to a site on the internet), links where activities are used in any way,
- Confidentiality (whether or not it is protected as a trade secret) or using third-party copyrighted content, trademarks without their proper consent, or infringing copyright and trademark rights, trade secrets, patent or other intellectual property rights, including but not limited to Information and content that uses or spreads in violation of its obligations,
- Spreading or transmitting any worms, viruses or other harmful, destructive or damaging code or programs,
- Information and content that violates the legal legislation, regardless of whether it is intentional or not (this legal legislation covers the law applicable to this Agreement, the legal order in which the service provider and computer of the users are located, and the law of the place where the personal data are shared),
- Forge Internet Protocol (IP) headers to hide their own identity or otherwise use them to replace cookies,

- Information and content submitted to Sintek as misleading, false and incomplete, including job application,
- Information and content that hinders or disrupts the Site, its services, service providers and the internet networks to which the Site is connected, or that violates any requirements, contracts and regulations of the internet networks to which the Site is connected,
- Content that collects and accumulates information about other users,
- Information and content that participates in any activity that violates the private lives of third parties, except where permitted by applicable law, including but not limited to collecting and distributing information of other Internet users,
- Uploading or publishing any virus-containing software or any computer code, file or any program that blocks, destroys or limits the working functions of any computer's software, hardware or communication means, on Sintek servers or the network in any way,
- Using this Website to insult and slander Sintek, its employees or other persons, or to take any other action that will tarnish Sintek's reputation,
- Posting to this Website or transmitting any unauthorized material, including but not limited to the foregoing, that, in our opinion, is offensive or damaging, or that violates Sintek's or any third party's system or network security, or is defamatory, obscene, threatening, pornographic, or otherwise unlawful.

Compensation for any damages that may arise due to the violation of this article is the responsibility of the user, and damages incurred by Sintek, its business partners or managers, directors, employees and other persons will be entirely and completely compensated. This responsibility of the users is absolute.

False Information Prohibition: Users agree and undertake not to provide false, misleading or untrue information to Sintek. If the information transferred to Sintek later becomes false, misleading or untrue, the said change will be notified to Sintek immediately.

Integrity Rule and Single Profile: Users who want to benefit from the services offered on the Site can make a single application simultaneously. Different applications cannot be made in a way that would be false and misleading.

Prohibition of Harassment of Sintek Employees and Representatives: Users accept and undertake that they will not harass the employees and representatives of Sintek assigned for the services provided, and that they will not engage in offensive, intimidating and threatening behavior.

Legal and Legitimate Disclosure: Users accept and declare that the information they transmit may be disclosed by Sintek unilaterally and without the need for permission in the following cases, if stipulated by the current legislation:

- For compliance with the law, fulfilling the requirements for the enforcement of laws and legal procedures;

- For protecting the rights and property of Sintek or third parties;
- Ensuring the health and/or safety of a person (including users) when threatened with harm or violence;
- In case the processing conditions listed in the 2nd paragraph of the 5th article of the Personal Data Protection Law and the 3rd paragraph of the 6th article are present.

Exemption from Warranty: Although we make every reasonable effort to ensure that all information on this Website is accurate and complete, we cannot be held responsible for the inaccuracy or incompleteness of information contained on this Website. You are responsible for your reliance on the material on this Website. You agree that it is your responsibility to monitor any changes made in the material and in the information on this Website. This section will find the widest scope of application allowed by the applicable legislation. Sintek provides the services “as is” and on the basis of “applicability” and does not give any warranty, implied or express, contractual or otherwise, regarding the commercial or individual use of the services and the site (including the information available in them) and against violations. Sintek assumes no liability as it offers no guarantees regarding connection and access to the services.

In addition, any ideas, offers, statements and other information or content that are not directly offered by Sintek but accessible through the services belong entirely to the publisher and cannot be claimed against Sintek. The publishers of this content and information bear all the responsibility.

Sintek and its contracted parties may use various methods to verify the information provided by users. However, none of these methods are perfect and users agree and declare that Sintek and its contracted parties are not responsible for detecting the inaccuracy of the information provided.

Trial Functions: Sintek may test users’ experience about using the services with new “trial” (beta) versions and functions from time to time. These versions and functions are intended for improving the experience only and are not promised in any way and can be changed or removed at any time at Sintek’s unilateral will. The provisions of this section of this Agreement, titled “Exemption from Warranty” shall also apply and be in effect for the trial versions and functions in question.

Irresponsibility for Actions Not Belonging to Sintek: Within the widest limits stipulated by the applicable legislation, Sintek shall not be liable for any direct or indirect, general, special, repetitive and compensatory damages arising from the users or other persons benefiting from the services under any circumstances and conditions. This provision is also subject to liability for objections, losses and damages arising from the behavior of users who have registered with false statements or who aim to manipulate or harm other users.

Transfer: Any non-personal correspondence or material such as data, questions, comments, suggestions that you transmit to this Website by e-mail or other means will be deemed to be non-confidential and non-proprietary.

Everything you transfer or publish becomes the property of Sintek and may be used for any purpose, including but not limited to reproduction, public disclosure, transmission, broadcasting, publishing and posting. In addition, Sintek is free to use for any purpose (including but not limited to product and service development, production, advertising and marketing) any idea, graphic art work, invention, development, suggestion or concept in any correspondence you send to this Website. Such usage does not entitle the submitting party to compensation. By submitting the data, you warrant that you are the owner of the material/content you submit, that they are not defamatory and that Sintek's use will not violate the rights of any third party or infringe the applicable laws. Sintek is not obliged to use the information sent.

Intellectual Property Rights: All copyrights, trademarks and other intellectual property rights of any text, image and other material on this Website belong to Sintek or are included in the site with the permission of the relevant owner.

You may browse this Website and reproduce quotes for printing or downloading to a hard disk or for transmission to other parties. This may only be done so long as you do not infringe any copyright or patent notices and that the following trademark appears on such reproductions.

Nothing reproduced from this Website may be sold or distributed for commercial gain, modified or incorporated into any other type of work, publication or website.

® **Sintek is a registered trademark. All rights reserved.**

The trademarks, logos, characters and service marks (collectively "Trademarks") displayed on this Website are the property of Sintek. Nothing on this Website shall be construed as granting any license or right to use any Trademark displayed on the site. You are strictly prohibited from using and in any case misappropriating the Trademarks or any other content displayed on this Website, except as provided in these Terms and Conditions. In addition, it is hereby expressly declared that Sintek will protect its intellectual property rights to the fullest, both legally and criminally, when necessary, to the extent permitted by law, and to take all legally possible and valid measures to protect it.

Prohibition of Use of Confidential Information: Users accept and undertake the following:

Not to publish, copy, transfer, disclose, share with the public, make any derivative works from them, disseminate them, use them for commercial purposes and/or make copies of them, without the prior consent of Sintek or the owner of this information.

- Personal Data of third parties,
- Confidential Information,
- Other copyrighted content, trademark, proprietary information available through the services.

Links to Other Websites: Links to third parties' websites that Sintek does not own, such as advertisers, may be included on the website, and in this case Sintek assumes no

responsibility for the content of these other websites, the accuracy of the information they provide, or the function of these websites. Links are provided in good faith and Sintek cannot be held responsible for later changes in other websites to which we link. Linking to other websites does not mean that these sites are supported by Sintek. Your participation in the advertisements linked on our site or the sweepstakes or promotions organized by the sponsors, your personal or commercial relations with these sites are entirely your responsibility (where any personal information you voluntarily give to these advertisers and sponsors, including the delivery and payment of goods and services, any rules, conditions and contractual statements). Users accept and undertake that Sintek is in no way responsible for damages and losses that may arise due to such relationships, information sharing with advertisers and sponsor companies, and linking to these people on our service pages. We encourage you to be aware of and carefully read the legal and privacy notices of all other websites you visit.

Warranties and Waiver: You may use this Website at your own risk. This Website is provided to you on an “As Is” and “As Available” basis. Therefore, Sintek makes no warranties of any kind, express, implied, statutory or (including the implied warranties of merchantability or satisfactory quality and fitness for a particular purpose) any other kind of guarantees that the material on this Website is complete, accurate, reliable, up-to-date and does not violate the rights of third parties, that access to this Website will be uninterrupted or error-free, that this Website will be secure, and all representations and warranties with abovementioned meanings are hereby disclaimed. Please note that certain jurisdictions may not accept the exclusion of implied warranties, so this exclusion may not apply to you. Please check local laws. In these cases, our limitation of liability will apply to the maximum extent permitted by local legislation.

Obligations: Sintek and/or any other party working in the creation, production or distribution of this Website on our behalf assumes no liability or responsibility for any direct, incidental, indirect or punitive damage, cost, loss or compensation resulting from anything we do or do not do as a result of your access to, use, or inability to use this Website, changes in the content of the Website or any other website you access through a link on this website or as a result of e-mail messages you send to us. In addition, Sintek is in no way responsible for any losses that may occur due to viruses that may infect your computer hardware or any other property due to your access to, use or download of any content on this Website. If you decide to download any material from this Website, you are responsible for it. You expressly waive any rights that may arise from using or accessing this Website to the extent permitted by applicable law.

Sintek reserves the right to restrict, suspend or terminate your access to this Website or any of its features or any related features or parts of the Site at any time without notice.

Sintek and/or any party involved in the creation, production or distribution of this Website shall not be responsible for maintaining the materials and services provided on this Website or making any corrections, updates or versions in connection therewith. Any material provided on this Website is subject to change without notice.

Jurisdiction and Applicable Law: Sintek makes no representations that the materials and information are compliant with all national laws or available in languages.

You and **Sintek** agree that any dispute or lawsuit arising from or related to the use of this Website is subject to Turkish law.

Communication and Privacy: In order to notify users of changes in services or special offers and to communicate about services, Sintek can reach users by phone or send an e-mail to the e-mail addresses provided by the users, if informed consent is given. If users do not want to be contacted in this way via e-mail or telephone or any commercial communication channel with consent, they can change their preferences in the ways specified in the Privacy Policy.

Enforcement and Termination of the Agreement: This Agreement will enter into force automatically when users use the Site or services and will remain in effect until your use is terminated. Sintek reserves the right to immediately suspend or terminate the access of its users to the services, with or without any reason and without notice. In addition, Sintek unilaterally reserves the right to remove the account information or data of its users from services and any archive.

Cancellation of Applications at Anytime: Users may request that their records and/or shares regarding any service, such as membership registration, job application, any request or statement of opinion, and the information they provide in this process be revised at any time or they may terminate it.

Users can contact us via the e-mail address kvkk@sintek.com for these requests. In order to fulfill your request, our IT Unit employees may ask you to verify your identity information and other details, including your personally identifiable information, before taking any action regarding your request.

Severability: In the event that some of the regulations of this Agreement are found to be invalid by the competent authorities, the users agree and undertake that such invalid regulation will be replaced with the arrangements that are most appropriate to the will of the parties and least allow the elimination of the party's liability and will not prejudice the validity of the remainder of this Agreement.

Integrity of the Agreement: This Agreement is the main agreement between users and Sintek regulating the users' use of the Site and their use of the services, and supersedes other agreements previously made and concluded for the same purpose.

Prohibition of Cooperation: Users accept and declare that they have not established any cooperation, partnership, business relationship or agency with Sintek due to this Agreement and the use of the Site and services.

Continuity: Unless expressly stated otherwise, termination of users' access to the services will be carried out in accordance with the provisions of this Agreement.

Prohibition of Waivers: Sintek's failure to use the rights and powers granted to it by this Agreement does not mean that it has waived such rights and powers.

Side Headings: The side headings of this Agreement are only written to indicate the content of the Agreement and have no contractual or legal effect.

Force Majeure: Sintek may terminate or suspend the services it provides on the Website due to circumstances beyond its control, including but not limited to, force majeure, government action (including cancellation or rebuttal of any required license), war, rebellion or destruction of network tools and providers, and other reasons, and cannot be held responsible for any damage caused due to these.

Date of Update.

This contract was updated on 09 November 2020.