

**BIRLESİK ODEME HİZMETLERİ VE ELEKTRONİK PARA A.S.**

**(“UNITED PAYMENT”)**

**PREPAID CARD, ANONYMOUS CARD AND DIGITAL WALLET USER  
FRAMEWORK AGREEMENT**

**1. PARTIES**

This Digital Wallet User, Prepaid and/or Digital Wallet and Anonymous Card Framework Agreement (shall hereinafter be referred to as the "Agreement") is hereby agreed and brought into force by and between Birlesik Odeme Hizmetleri ve Elektronik Para A.S. with its registered office at **Buyukdere Caddesi, Maya Akar Center, No:100-102, B Blok Kat:3 34494, Sisli, Istanbul, Türkiye** (shall hereinafter be referred to as "**United Payment**"), on one side, and the **Corporate Clients/Merchants/Business Partners/Real Persons**, which become a member to the system through ....., (the "**User**") on the other side, as part of the "Service" to be executed online with respect to the service hereunder and to be requested by the User.

Contact Details of United Payment:

**Telephone/Fax Number:** 0 (212) 241 54 59/ 0 (212) 241 59 59

**Website:** <https://www.unitedpayment.com>**Electronic Mail:**

[info@unitedpayment.com](mailto:info@unitedpayment.com)

**(Addresses of the agents can be found through <https://unitedpayment.com/legal-documents-and-representatives/>our representatives.)**

Signature Date:.....

United Payment and the User shall hereinafter be referred to as a "Party", individually, and as the "Parties", collectively.

**2. DEFINITIONS**

**Remittee:** Any real or legal person, to which the funds under the payment transactions are addressed and/or to which a payment is made by the User by making use of the services of United Payment for the purpose of procurement of goods or services;

**Anonymous prepaid instrument:** The prepaid instrument, which is not linked to a payment account in any manner whatsoever and for which an identification or identity verification has not been performed and which becomes available to be used upon performance of a prepayment or pre-loading and which is issued in a manner to have the opportunity to reload or not, and which is authorized to be used up to such loaded balance;

**API (Application Programming Interface):** The abbreviation of Application Programming Interface, a software agent enabling two applications to communicate with each other;

**Debit and Credit Card:** Any card which enables to make use of banking services including the use of a deposit account or a private checking account as part of the Law Nr. 5464 on Debit Cards and Credit Cards.

**United Payment System:** The Web pages, Mobile applications, e-money accounts and payment instruments which enable the performance of the services offered by United Payment and which are made available to and made available to be accessed by the Users;

**Digital Wallet:** The payment instrument whereby the User pays the funds, which can be used for the payments, to United Payment before spending, and which enables the use of the funds at the equivalent amount with the paid one for the payment services and which will be used virtually for the purpose of provision of the Payment Service hereunder to the Users;

**Direct Debiting System:** The payment service whereby the payment transaction is initiated by the Remittee and the payment account of the remitter is debited as based on the confirmation given to its own payment service provider, to the Remittee or the payment service provider of the Remittee by the Remitter;

**Electronic Money Issuer:** United Payment;

**Electronic Money (E-money):** The monetary value, which is issued in exchange for the funds accepted by the electronic money issuer and which is kept electronically and which is used for the purpose of performance of the payment transactions as defined in the Law and which is also accepted as a payment instrument also by the real and legal persons other than the electronic money issuer;

**Electronic Money Account:** The accounts in which such issued e-money is monitored and recorded on the basis of the Users;

**Bill Payment:** Any payment made in exchange for the services offered for satisfaction of the needs such as electricity, communication, water, natural gas, etc.;

**Funds:** Banknotes, coins, fiduciary money or electronic money;

**Conversion into funds:** Conversion of e-money to banknotes, coins or fiduciary money;

**Remitter:** Any real or legal person which instructs a payment order from her/his/its own payment account or without having a payment account;

**Sensitive User Data:** The personal data and passwords, security questions, certificates, encryption keys, which are used for instruction of a Payment Order by the User or verification of the identity of the User and which might enable performance of any fraud or fictitious transactions for and on behalf of the User if and when captured or changed, and the User's security information with respect to the payment instruments issued by the entities, such as the PIN, card number, expiry date, CVV, CVV2 and the CVC2 code;

**Erroneous or Unauthorized Transaction:** Any Payment Transaction which is performed in consequence of the fact that the transfer order has been sent, either entirely or partially, beyond the will and/or knowledge of the User by the remitter or any third party that is not authorized for instructing transfer orders, and/or for which the User has not procured the respective goods or service;

**Service:** The e-money and Payment Services, which are offered by United Payment as per Sections 12 and 18 to the User under the supervision of the CBRT pursuant to the licenses it holds, and also such other services permitted by the regulations;

**Service Point (Transaction Point):** The devices such as the ATMs, kiosks, mobile applications, Internet shopping, stores where the Users can perform the transactions related to e-money and Payment Services on their own, and also such other physical and online environments;

**Transaction Limit:** The maximum amount for the transactions that can be performed by a User either in a lump and/or on monthly basis (in total);

**Permanent Data Storage Medium:** The short message, electronic mail, Internet, CD, DVD, flash disk and any and all kinds of such other tools or medium which enable the User to record and copy without any change any information, sent to her/him/it, in a manner that would allow for reviewing

such information for a reasonable period as per the purpose thereof, and which also enable access to such information as is;

**the Law:** The Law on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions, dated 20/06/2013 and numbered 6493;

**User Security Information:** The personalized, customized information which is provided to its client by a payment service provider or which is determined by the client and agreed by the payment service provider for the purpose of performance of authentication;

**Customized Card:** Any card that is matched digitally with an individual by making use of the personal data;

**Identifier:** The combination, consisting for the numbers, letters or symbols and allocated to the Users for the purpose identifying the Users and distinguishing the Users from other persons by United Payment;

**User:** Any United Payment client which purchases the electronic money issued by United Payment and uses such issued electronic monies for purchasing goods or services or sending money from her/his/its Payment Account or makes use of only the payment services without loading Electronic Money;

**MASAK:** the Financial Crimes Investigation Board functioning as affiliated to the Ministry of Treasury and Finance;

**Regulations:** The applicable statutory regulations, in particular the Law, the Regulation, the Communiqué and the (MASAK) regulations;

**Customer Services (Call Center):** The system which serves for handling and resolving the complaints received from the Users and inform the respective User if and when so required;

**Payment Instrument:** Any card, mobile telephone, password and such other personal instrument which is agreed by and between United Payment and the User and which is used for executing a Payment Order by a User;

**Payment Order:** Any instruction given to United Payment or a System Partner for the purpose of execution of a Payment Transaction by a User;

**Payment Transaction:** The activity of depositing, transferring or withdrawing Funds that is performed upon the instruction of the Remitter or the Remittee;

**Payment Account:** The account, which is opened in the name of a User and and which is used for performance of the respective payment transaction;

**Payment Service:** The services as prescribed in the Law, in particular Section 12 of the Law Nr.6493, and the payments offered in accordance with the laws and the applicable secondary regulations as part of the license obtained from the BRSA (Banking Regulation and Supervision Authority) (as part of the authority to grant license that has been delegated to the CBRT, subsequently);

**Prepaid Card:** The physical payment instrument whereby the User pays the funds, which can be used for the payments, to the payment service provider issuing the payment instrument before spending, and which enables the use of the funds at the equivalent amount to the paid funds for the payment services;

**Payment Interface:** The Payment System interface which enables the Users to access to the Payment System and submission of the instructions with respect to provision of the payment services and performance of the settings for the Payment System and change of the contact details and performance of such other operations as specified hereunder by the Users;

**Payment System:** The system which is hosted in the servers of United Payment and which serves for provision of the Payment Services offered by United Payment;

**Payment Instruction:** Any instruction given to United Payment by any User for the purpose of execution of a payment transaction;

**Platform:** Any application, website and such other channel, which is contracted with United Payment and through which a User access to her/his/its payment and electronic money account by becoming a member, and whereby such User can perform transfer of electronic money to the Remitees and/or execute a Payment Transaction, or whereby such User can transfer electronic money to the other Clients on the same channel, and whereby either one or multiple service(s) can be used singly or separately;

**System Partner:** Any bank or such other financial institution, with which United Payment cooperates during the course of performance or processing of the e-money and the Payment Services, and also any third party involved in the effectuation of the e-money and Payment Services;

**CBRT:** the Central Bank of the Republic of Türkiye;

**Authentication:** The authentication process, conducted by the User, depending on the nature of the transaction, by making use of at least two or only one of the items which are "known", "owned" by the User and/or which "have a biometric characteristic", for the purpose of authenticating and distinguishing the User from other persons;

**the Communiqué:** the Communiqué on Management and Supervision of the Information Systems of Payment Institutions and Electronic Money Institutions;

**Remote Means of Communication:** Any and all kinds of means or environments such as letters, catalogs, telephone, fax, radio, television, electronic mail message, Internet, short message services, mobile applications, which enable entry into an agreement without meeting physically;

**Fees and Commissions:** The fees and commissions as indicated on the website, namely [www.unitedpayment.com](http://www.unitedpayment.com), and which are payable to United Payment by the User, and also the fee and commission payments as specified hereunder;

**Merchant:** Any real or legal person, which accepts the payment instrument of United Payment in accordance with the agreement s/he/it has entered into with United Payment in consideration of the goods and/or services s/he/it will provide, and/or which makes use of the Services offered by United Payment;

**the Regulation:** The Regulation on Payment Services and Electronic Money Issuance and Payment Service Providers;

**Agent:** Any real or legal person acting for and on behalf of United Payment.

### **3. PRE-AGREEMENT INFORMATION**

If and when so requested by the User, a copy of the Agreement may be provided to the User by United Payment, or the User may obtain such Agreement, issued on the website, namely [www.unitedpayment.com](http://www.unitedpayment.com) her/him/itself, before the execution of this Agreement which incorporates the framework provisions with respect to the payment services.

Since the delivery of the Agreement to the User or issuance of the Agreement on the website of United Payment stand for the pre-agreement information as per the 2nd paragraph of Article 42 of the Regulation, the Parties hereby agree that they have executed this Agreement without requiring provision of any further information for such purpose.

#### **4. SUBJECT MATTER AND SCOPE**

**4.1.** United Payment hereby warrants that it shall provide the User with the service, the details of which are given herein below, as per the Sections 12 and 18 of the Law through the agency of United Payment upon the fulfillment of the requirements with respect to the service by the User, as of the date of acknowledgment hereof. United Payment, on one side, and the payment service User, which has acknowledged this Agreement for the purpose of receiving the services provided by United Payment, on the other side, hereby agree upon the following for the purpose of setting out the continuous payment relation by and between them, as well as the terms and conditions thereof.

**4.2.** The subject matter of this Agreement is to set out the scope of the Services to be provided to the User by United Payment, as well as the rights and obligations of the Parties hereto with respect to such services. This Agreement shall serve as an indicative framework agreement in terms of all agreements drawn up with respect to the Services offered by United Payment.

#### **4.3. Principles Regarding the Service**

**4.3.1.** The User may make use of the services, offered by United Payment, by means of the Electronic Money/Payment Account, to be created at United Payment, and/or the Payment Instruments such as the Prepaid Card and/or Digital Wallet, Anonymous Card, etc., to be allocated to the User, as described herein below.

**4.3.2.** United Payment shall be entitled to provide the Payment Services as set out hereunder, either personally or through an Agent, and the rights and authorities as specified hereunder and also the obligations of United Payment may be fulfilled and exercised by an agent to the extent permitted by the regulations.

**4.3.3.** The User shall submit the information and documentation with respect to the service requested by s/he/it, to United Payment through the channels as determined by the same. United Payment shall be entitled to ask for the information and documentation such as the Republic of Türkiye ID / Trade Registration Number, Nationality, Full Name/Trade Name, Address Details, Tax ID Number, List of Authorized Signatories, the consent of the legal representation of a minor real person, in accordance with the know your client principle and depending on the fact that whether the User is a real or legal person. United Payment shall be entitled to ask for various information and documentation from the User as based on the nature of the service offered and in accordance with the provisions as prescribed by the applicable regulations, and also to determine the communication channels for such purpose. United Payment shall be entitled to reject the request of the User to use the Service even if the information and documentation as indicated herein are submitted to United Payment by the User. The User shall be entitled to, at any time, block and close the Electronic Money/Payment Account and/or the Payment Instruments such as the Prepaid Card and/or Digital Wallet, Anonymous Card, etc. that would be allocated to her/him/it.

**4.3.4.** The User shall obtain such other payment instruments, which are owned by United Payment and which are valid in the system, only through the channels authorized by United Payment (the Agents, the website, the Agent Service Points), and s/he/it may perform loading for such payment instruments through the website, mobile application of United Payment or any of its Agents and the ATMs.

- 4.3.5.** The User shall pay attention that any device, through which s/he/it will spend by making use of a card, is an original device, and that any device, through which the transaction is performed (POS device, Bank ATM and such other devices), is owned by the Merchants/Agents that are announced on the website of United Payment. In respect of any transaction, s/he/it will perform through the Internet; the User must make sure that the website is secure. The User may perform Payment Service hereunder through/via the platforms of the Users by making use of the methods as indicated on the corporate website of United Payment ([www.unitedpayment.com](http://www.unitedpayment.com)).
- 4.3.6.** The provision and scope of and the methods for the services of United Payment and the decision for continuation of provision of service by means of such methods, and addition of new methods or removal of some methods shall be at the sole discretion of United Payment.
- 4.3.7.** If and when the User asks for issuance of Electronic Money, United Payment shall issue Electronic Money up to the amount of the funds, forwarded through the credit card or the bank account, as requested by making use of the methods deemed appropriate by United Payment, and it shall identify such amount as electronic money in the Payment Instrument of the User. The Users hereby acknowledge, represent and warrant that they are aware of and informed about the fact that such credit must be identified to the account, in respect of any transaction they will perform by making use of a credit card, and also that, accordingly, they shall transact through the Platform in accordance with the MASAK provisions through the person on whose name an account has been opened.
- 4.3.8.** Following each transaction performed within the framework of the Service, the details about such transaction shall be shown through the mobile application that is linked to the Payment Account, or such details shall be forwarded to the User by short message. The receipt which will include the reference details specific to the payment transaction and the details with respect to the Remittee, and the currency in which the Payment Account of the User is debited or the amount of the payment transaction in the currency as indicated in the payment order, and the total fee payable by the User for the Payment Transaction and also the breakdown of such fees, and the details about the exchange rate applied to such payment transaction, if applicable, and the amount of the payment transaction calculated by making use of such exchange rate, and the details about the date on which the Payment Order is received or the account of the User is debited shall also be forwarded to the user by United Payment.
- 4.3.9.** Unless otherwise notified in writing by the User as per the Agreement, the beneficiary of such Electronic Money shall be deemed as the beneficiary of the Payment Account. Otherwise, United Payment may ask the user to provide information to it and to complete identification and/or provision of information as required as per the Client Due Diligence procedure.
- 4.3.10.** During the course of performance of the Prepaid Card Activation, United Payment may ask the User to provide the Republic of Türkiye ID Number, Full Name, date of birth and such other information which might be asked as per the MASAK regulations and which might be required for the purpose of identification, and it may not complete the activation if and when such information is not provided in readable and verifiable format.

- 4.3.11.** The liability for loss, theft or capturing by 3rd parties of any Electronic Money product that is not activated shall remain solely with the person who is on possession of such product, and United Payment shall not assume any liability whatsoever for any such loss or damage.
- 4.3.12.** Electronic money may not be converted into actual money or refunded, replaced unless the activation is completed. In compliance with the Regulations, United Payment may ask additional fees for converting Electronic Money into funds or for its refund or for such other processes, and it may update such fees, provided that any such fee shall be announced on the corporate website of United Payment. Only the User, which wishes to perform a transaction with respect to the electronic money issued in consideration of the funds forwarded through the credit card registered in the name of such User, and the Remitees linked with such User, and also the Users, for which an electronic money account is created without performance of identification and identity verification as permitted by the Regulations may at any time ask for conversion of the Electronic Money into funds, either partially or wholly, by submitting a petition or sending an e-mail message to the e-mail address. Upon such request of the User, United Payment shall execute the transactions with respect to transfer of the funds up to the equivalent amount of the Electronic Money to the account with the IBAN, which is designated by the User and which is registered in the name of the User or the customers thereof and/or in the name of the Remitee, upon the confirmation of the details on the petition with respect to the request for conversion into funds, as forwarded by the User, within a period of 7 business days following the forwarding of all details, including the IBAN number registered in the name of the client, which would be asked by United Payment, completely to the United Payment and fulfillment of the statutory obligations if and when so required, unless it has any right or obligation otherwise as prescribed by the regulations or a suspicious transaction is detected.
- 4.3.13.** In respect of any refund, it shall be required that the details of the IBAN, to which such refund will be made, are about the account holder, and the relevant checks may be performed by United Payment. The User hereby acknowledges that a fee for conversion into funds, which will be at the rate/amount of the transaction fee, advised to the User, shall be deducted from the total amount to be transferred to her/him/it. The User hereby acknowledges that, in the event that the amount, which is requested to be refunded by the User, and/or that the monthly balance and/or the utilization amount is/are in excess of the numeral limits as prescribed by the applicable regulations, then her/his/its identity will be required to be determined and also that, otherwise, no refund shall be made to her/him/it.
- 4.3.14.** United Payment shall be entitled to interrupt the service of making available Electronic Money temporarily until the performance of the identification. In case of conversion into funds; if and when the User has any debt(s) payable to United Payment, such amount shall be deducted from the Electronic Money of the User, and the remaining amount (if available) shall be refunded to the User.
- 4.3.15.** The details about the electronic money account as specific to the Platform, to which the User is a member, and also the transactions therein, in particular the trail of the electronic money transactions performed by the User and the status of balance of the client may be viewed by the Platform upon the performance of the necessary verifications.
- 4.3.16.** The Payment Transaction shall be deemed to have been authorized upon the grant of the confirmation by making use of the methods such as entering the verification code, which will be forwarded by United Payment for the purpose of execution of the Payment Transaction as part of the Payment Services offered by United Payment, into the respective fields by the User.

- 4.3.17.** The User hereby acknowledges that, if and when the Payment Transaction is initiated by or through the Remittee, s/he/it may not withdraw the Payment Order following the forwarding of the Payment Order to United Payment by her/him/it or the grant of the confirmation by her/him/it for the purpose of performance of the payment transaction, unless otherwise agreed by the Remittee, and also that, if and when it is agreed that the Payment will be performed on a certain date or at the end of a certain period or on the date on which the funds with respect to the payment are left to the discretion of United Payment by the User, s/he/it may withdraw the Payment Order until the end of the business day before such agreed date.
- 4.3.18.** In the event that the User withdraws the Payment Order as described herein above, then United Payment shall charge a fee for such Payment transaction as per APPENDIX-3 FINANCIAL PROVISIONS.
- 4.3.19.** Performance of a transaction by means of a single-component authentication with respect to any new business, contracted by United Payment, at any date following the execution of the Agreement may be possible only if the consent of the User is obtained by means of two-component authentication.
- 4.3.20.** United Payment may determine a limit for the card, mobile phone, password and such other personal instruments (Payment Instrument) used for the transactions (loading/disbursement instruction) to be performed as part of the Service by the User, and it may change and cancel any such limit it has determined. The User hereby acknowledges that s/he/it shall be bound by such limit and may not perform any transaction in excess of such limit, until the transaction limit rules, which are determined by United Payment or the applicable regulations, will be changed by United Payment. United Payment may at any time update such transaction limits by announcing any such updating on the address, namely [www.unitedpayment.com](http://www.unitedpayment.com) as per the methods and periods as set out hereunder.
- 4.3.21.** The transaction limit for any one-off transaction to be performed hereunder and also for any transaction to be performed in total within a month shall be determined by United Payment, and any such limit may be renewed at any time by United Payment by serving a notice in accordance with the methods and within the periods as set out hereunder. The User hereby acknowledges that s/he/it may not perform any transaction in excess of the Transaction Limit as determined by United Payment. The limits with respect to the services are indicated on [www.unitedpayment.com](http://www.unitedpayment.com), and the limits shall be as indicated by the MASAK, in respect of any User the identity of which has not been verified. The User hereby acknowledges that s/he/it shall not perform any transaction outside the limits as determined by United Payment.
- 4.3.22.** In the event that the transaction limits are in excess of the amounts as prescribed by the applicable regulations, then the User is required to apply to the points as determined by United Payment, either personally or through the agency of her/his/its representatives (agent, legal representative, parent, guardian, etc.) and to execute this Agreement and the appendices thereto, personally, or to acknowledge this Agreement and the appendices thereto by making use of remote means of communication as allowed by the applicable regulations.
- 4.3.23.** United Payment shall be liable for transferring the amounts, which are forwarded to it properly and in accordance with Article 67(1) of the Regulation by the User hereunder, to the Remittee or to the Payment Service Provider of the Remittee within the periods as set out in the agreement executed by and between United Payment and the respective party and also in the absence of a suspicious transaction.



In the event that it fails to fulfill such liability, United Payment shall promptly refund the portion of the payment transaction, which has not been executed or which has been executed erroneously, to the User. Accordingly, if and when any interest or fee is required to be paid by the User, the liability for any such amount shall remain with United Payment.

- 4.3.24.** The User shall not allow any 3rd party to access either to the Payment Account, which will be created at United Payment, or to the Payment Instrument with which the account is associated, and also to the Sensitive Payment Data in any manner whatsoever, and s/he/it shall remain personally liable for ensuring the security thereof. The User hereby further acknowledges that s/he/it shall not disclose the details such as the user name and password with respect to the Payment Account to any 3rd party in any manner whatsoever, and that s/he/it shall not allow any 3rd party to make use of such details, and also that s/he/it shall not use such details for any purpose other than the purpose of provision of such details to her/him/it.
- 4.3.25.** The liability for any damage and/or loss, which might result from the use of either the Payment Instrument or the Sensitive Payment Data or the user name and the password by any authorized person for any purpose than the intended one without any negligence or omission of United Payment, shall remain solely with the User. The User may ask for correction of any such transaction by notifying United Payment of any such case, without any delay, as of the moment when s/he/it becomes aware of any payment transaction which has not been authorized by her/him/it or which has been performed erroneously. Such request for correction shall in any case be submitted within a period of 13 (thirteen) months following the execution of the payment transaction.
- 4.3.26.** In respect of the anonymous cards; in the event that the payment instrument could not be deactivated or its subsequent uses could not be prevented, then United Payment shall not assume any obligation or liability whatsoever in terms of the respective provisions of the Regulation, in particular the fourth paragraph of Article 53 and the fifth paragraph of Article 54 of the Regulation, even if a reporting is made by the User in case the payment instrument is lost or stolen or the Sensitive User Data is used beyond the will of the User. Except for the circumstances where United Payment has failed to take measure for the purpose of reporting or such reporting has not been made to the Customer Services line of United Payment or United Payment has not frozen the payment account or has not deactivated the payment instrument, any and all kinds of liabilities, in particular any damage and/or loss arising from the use of the payment instrument, shall remain solely with the User.
- 4.3.27.** In the event that United Payment could not evidence that it has been authorized for the payment transaction for any other reason resulting from the non-customized payment instruments/cards or due to the features of a payment instrument, then the burden of proof for the fact that s/he/it has not confirmed such payment transaction or that the transaction has not been recorded or entered into the accounts properly shall remain with the User, and the fifth and the sixth paragraphs of Article 54 of the Regulation shall not apply, and thus, United Payment shall not assume any obligation or liability whatsoever with respect to such paragraphs, and any and all kinds of obligations and liabilities shall remain solely with the User.
- 4.3.28.** In case any non-customized payment instrument/card is lost or stolen, the liability shall remain with the User without prejudice to the 4th and the 6th paragraphs of Article 54 of the Regulation. It is hereby acknowledged by the User that such cards/payment instruments can be used and loaded by others.

No blacklisting, refunding of the amount available in the balance of such Anonymous Card shall be performed for any anonymous card, however, any such card may be closed directly in case of any suspicious transaction. In case any customized card is lost or stolen, then such card shall be deactivated. The liability for any such card shall remain with the card holder if and when such case is not reported.

- 4.3.29.** The User shall protect her/his/its payment instruments/card against being stolen and lost, and s/he/it shall not give the Sensitive User Data to or make available the Sensitive User Data to be used by others, and s/he/it shall not use the cards of others. Without prejudice to the 4th and the 6th paragraphs of Article 54 of the Regulation, United Payment may not be held liable in any manner whatsoever for any such circumstance and the consequences thereof. The User shall deliver any card, s/he/it would find, to the contact points, merchants, agents of United Payment and s/he/it report such case to the customer services line.
- 4.3.30.** Provided that it shall have served a notice beforehand, United Payment may make arrangements with respect to the expiration dates of the cards in circulation due to any technological requirement.
- 4.3.31.** In the event that a card, provided by United Payment, does not have a card and/or barcode number thereon, or that such card and/or barcode number is effaced so that it could not be read, then the User may obtain a new card by paying the amount for it. The User may transfer the electronic money, remaining on her/his/its card, to her/his/its new card, as long as s/he/it holds such card and unless a suspicious transaction is not detected.
- 4.3.32.** The channels, where the Services of United Payment can be used, shall be determined exclusively by United Payment as per the applicable Regulations.
- 4.3.33.** United Payment may change any such channel at any time as it may wish. The User hereby acknowledges that s/he/it shall not be entitled to raise any claim against United Payment in such case.
- 4.3.34.** The guidelines as prescribed by the Remittee, which is the provider of such goods and services, shall apply in respect of the goods or services procured and the return thereof.
- 4.3.35.** The User hereby also acknowledges that United Payment shall not be a party to any and all kinds of disputes that might arise by and between her/him/it and the Remittee. The User shall raise any and all kinds of legal and contractual claims with respect to the goods or services, such as a claim for defective goods, procurement of delivery of the goods etc., directly to the Remittee, and accordingly, s/he/it acknowledges and agrees that s/he/it may not raise any claim whatsoever against United Payment.
- 4.3.36.** The obligation for ensuring that the goods or services are not unlawful or immoral and also that such goods or services are supplied or delivered completely shall remain with the provider of such goods or services. The User hereby acknowledges, represents and warrants that United Payment shall not be a party to any dispute that might arise by and between the User and the provider of the goods or services, and that s/he/it shall raise any claim, which is based on the Law on Protection of Consumers, the Code of Obligations and such other applicable regulations, including but not limited to raising an objection against the transaction and claiming the return of the goods or services and raising a claim for defective goods or services, directly to the provider of such goods or services, and also that, accordingly, United Payment shall not assume any liability whatsoever in case of any claim, objection, inquiry, issue, complaint and any such other case.

- 4.3.37.** The invoice/sales slip with respect to the goods and/or services purchased by the User shall be issued directly by the Remittee, which supplies such goods and/or services, and the User hereby acknowledges that United Payment shall not assume any liability thereto.
- 4.3.38.** The User shall be obliged to check that any card/digital wallet, on which it performs loading, is owned by her/him/it. If and when s/he/it wishes to perform a money transfer, the User shall be obliged to check the details about the account/card to which such money transfer is wished to be performed.
- 4.3.39.** The User may ask for correction of any such transaction by notifying United Payment of any such case, without any delay, as of the moment when s/he/it becomes aware of any payment transaction which has not been authorized by her/him/it or which has been performed erroneously. Such request for correction shall in any case be submitted within a period of 13 (thirteen) months following the execution of the payment transaction. It is essential that any notice herein is served in writing or by making use of remote means of communication, and also that the records with respect to any such notice are kept by United Payment.
- 4.3.40.** The User shall be obliged to notify United Payment of any erroneous and unauthorized transaction, immediately.
- 4.3.41.** In the event that a rightful opinion is formed by either the Remittee and/or the Payment Service Provider of the Remittee or United Payment with respect to the existence of an unauthorized transaction (with respect to the fact that the person making use of a Payment Instrument is not that authorized person or is not the person whose details are available for the execution of the transaction), then United Payment shall be entitled to reject the payment, block the account/card of the User temporarily and/or close the account/card completely in case of any suspected fraudulent transaction upon the examination of the authorizations of the User.
- 4.4.1.** The User hereby acknowledges that such reimbursement or refund shall be made in Electronic Money in case of any reimbursement or refund as described hereunder with respect to the transactions performed by the User by making use of Electronic Money. Any payment made by the User by making use of her/his/its credit card shall be refunded to the same credit card of the User. In the event that the fund related to the payment services is paid by reflection of the amount of such fund on to the invoice issued by the data processing or electronic communication operator, then such fund may be withdrawn only upon being reflected on the invoice, if and when it is wished to be withdrawn. In the event that the credit card or the line has already been cancelled before the refunding, then the refunding of such fund may also be made to a payment account opened in the name of the depositor of the fund.
- 4.4.2.** The liability of the card holders for any damage and/or loss, resulting from any unlawful use of their cards within a period of twenty four hours before it is reported that the card is lost or stolen, shall be limited to TRY 250. In the event that the amount is received back from the Remittee and/or the Payment Service Provider of the Remittee due to any erroneous and unauthorized transaction, then the amount with respect to the damage and/or loss, incurred by United Payment due to such transaction, may be deducted from the respective amount unless it is determined and evidenced.
- 4.4.3.** In the event that the amount with respect to the payment transaction is not indicated in full at the time

of authorization in respect of a payment transaction, which is authorized by or initiated through the Remittee, and also that the amount of such executed payment transaction exceeds the foreseen amount by taking into account the disbursement history, the contractual terms and such other respective matters, then the User may, within a period of 2 (two) months following the date of execution of such payment transaction, ask for refunding up to the amount of the payment transaction, provided that the respective goods or service has not been consummated as per the Law 6502 on Protection of Consumers. A refund may be claimed even in case of absence of the conditions as listed herein in respect of the payment transactions, performed by means of direct debiting, as well.

- 4.3.42.** The User shall not be liable for any payment transaction that has occurred following the reporting s/he/it has made as per the Agreement. However, the User shall be liable for the entire amount of any damage and/or loss which would arise from any unauthorized transaction, if and when s/he/it uses the Payment Instrument fraudulently or associates the Payment Instrument with the Sensitive Payment Data or fails to fulfill her/his/its obligations as set out hereunder, either deliberately or due to her/his/its gross negligence or shares the sensitive data such as the Password, card details, user-specific details with any 3rd party or fails to ensure the security of such details.
- 4.3.43.** Any request for correction of any transaction, which has not been authorized by the User or which results from an erroneous transaction, shall be fulfilled as promptly as practicable by United Payment. In respect of any unauthorized or erroneously performed payment transaction; in case of any strong suspicion that the remitter has used the payment instrument fraudulently or that s/he/it has not fulfilled her/his/its obligations as prescribed in Article 53 of the Regulation, the United Payment shall be entitled to conduct an investigation, which will be limited for a reasonable period, before performing a correction with respect to such transaction. In the event that the User is the remitter and also that it is evidenced that the payment transaction has been performed in an unauthorized manner or erroneously by the User, then United Payment shall be obliged to refund the amount with respect to such payment transaction immediately to the User or to restore the debited payment account. If and when unfavorable intelligence is obtained or the existence of a suspicious transaction is detected in consequence of the investigation carried out by United Payment, then United Payment shall be entitled to suspend the refund transaction.
- 4.3.44.** The User shall not receive support from others in respect of her/his/its transactions with respect to the payment services, and s/he/it shall not perform the transaction and s/he/it shall inform United Payment immediately in case of any circumstance, which would give rise to any suspicion (an apparatus that is placed extraordinarily, suspected malicious software, cyber-attack, etc.), s/he/it encounters at the ATM, POS device, e-commerce site and such other online environment through which s/he/it performs such transaction (at the cash intake, card reader, card outlet, websites, etc.), and s/he/it shall report such case immediately to the security officers and/or call United Payment Customer Services if and when s/he/it encounters a suspicious case at the card reader of an ATM. In the event that the User fails to fulfill the obligations as specified herein, then the liability for any and all direct and indirect damage and/or loss, which would result from any such failure, shall remain solely with the User.
- 4.3.45.** The User shall not fold, bend, cut, perforate her/his/its card or erase the serial number and such other details thereon, and s/he/it shall not interfere, either physically or electronically, her/his/its card in any manner whatsoever, or allow for any such interference, or s/he/it shall not destroy the card otherwise. Any card, which has been treated in such or any similar manner or the details such as the serial number, etc. of which cannot be read, shall not be taken back, changed or repaired. However, the balance available in such card may be transferred to any other card, purchased upon payment of the amount thereof, in accordance with the terms and conditions hereunder, or the balance available in such card may be refunded by remittance or EFT. In the event that the card is damaged irreversibly or at an extent that the money and such other information therein could not be recovered, then the User may neither ask for refund nor raise any claim in this respect.

- 4.3.46.** For the purpose of being able to make use of any and all services with respect to United Payment, the payment services and the Prepaid Card and/or Digital Wallet, the User must become a member through [www.unitedpayment.com](http://www.unitedpayment.com) or the APIs, provided by United Payment, by entering the Republic of Türkiye ID Number, full name, nationality details, date of birth, GSM number, e-mail address and such other address details, and s/he/it must record her/his/its card accordingly and customize the card. United Payment hereby acknowledges that the information, provided by the card holder at such stage, is accurate, and any and all kinds of civil liabilities that might arise from provision of inaccurate information shall remain with the User.
- 4.3.47.** If and when s/he/it applies personally to United Payment Customer Services, the User shall submit her/his/its requests and complaints by providing Full Name, Republic of Türkiye ID Number, Contact Address and Telephone Details and such other details and information that might be asked by United Payment and also the IBAN details, if and when so required, and otherwise no transaction shall be performed.
- 4.3.48.** Any card, which has been purchased and used at least for once, shall not be taken back or replaced with a new one.
- 4.3.49.** In the event that any customized card is attempted to be used despite it has expired or such card is attempted to be used by any third party other than the card holder despite it has not expired, such card shall be seized by such authorized persons and the card shall be cancelled upon being deactivated, if and when such case is determined by the authorized person/staff member of a merchant or by any person authorized to inspect, or in consequence of a technical review. Any such card, for which an improper use is detected, shall be deactivated even if it could not be seized. Upon submission of an application by any user, the card of which has been seized, for reusing such card, such user shall be provided with a new customized card, if and when s/he/it pays the fee as determined for such application by the business partners of United Payment and/or as per the applicable legislation and regulations. Any such person shall also be obliged to indemnify the Remittees against any damage and/or loss they have incurred due to any such use.
- 4.3.50.** The expiration date of the Electronic Money may be determined at the sole discretion of United Payment, to the extent that it will not be less than a period of one year following the date of loading or the last transaction (Loading/Spending). If and when the expiration date is determined, such expired funds will no longer qualify as electronic money. The general provisions of the Law Nr.6493 and the Turkish Code of Obligations shall apply for the funds which no longer qualify as Electronic Money.
- 4.3.51.** The cards of the Users, which have not performed any transaction for a period of 10 years following the date of the last transaction (loading or spending), shall be deactivated. A transaction fee, which will be charged retrospectively and on periodical basis, may be collected from such cards, provided that the amount of such transaction fee will not exceed the balance available in such card and also that the client shall have been notified 1 (one) month beforehand. Such monthly transaction fee shall be continued to be charged within the following months until the balance of the card will become zero. Any balance available in such card that remains uninterrupted within such period shall be refunded to the card user upon the request of the same.
- 4.3.52.** The User may at any time ask for refund, either partially or wholly, of the electronic money (conversion into funds).

As per the applicable regulations or in the absence of a suspicious transaction or unfavorable intelligence and unless it is entitled or obliged otherwise, United Payment shall perform the transactions with respect to refund of the funds up to the equivalent amount in electronic money upon such request of the User, in consideration of a service fee. In case of any amount for which the User is obliged to pay to United Payment or to the Remittee, such amount shall be paid at first, and such refunding shall be performed thereafter. No refund shall be performed for any User which fails to submit the card.

- 4.3.53.** In case of any excessive collection from the User, such excessively collected amount shall be refunded to the User if and when the User submits an application to United Payment Customer Services and/or to the addressee designated by United Payment. United Payment shall be liable for transferring only the amounts, which can be collected from the Users and which are not refunded to the User in line with the provisions as prescribed by the applicable regulations and also the guidelines and the practices, to the Remittee or the Payment Service Provider of the Remittee.
- 4.3.54.** The User hereby acknowledges that the Remittee and/or the Payment Service Provider of the Remittee may raise a claim against her/him/it with respect to any amount that could not be collected from the User for any reason whatsoever, and also that, accordingly, United Payment shall not assume any liability whatsoever.
- 4.3.55.** The services, provided to the Users by United Payment, shall be performed in Turkish Liras (TRY). United Payment shall be entitled to make changes with respect to the scope of the Service and the currency in which the transactions are performed, and the Service may be performed in any currency as announced by the Central Bank of the Republic of Türkiye as long as permitted by the provisions of the applicable Regulations. The exchange rate to be applied in case of performance of the Service in any currency other than TRY shall be calculated by taking into account the selling rate of exchange as announced on daily basis by the Central Bank of the Republic of Türkiye and also the selling rates of exchange applicable in the free market, and the User hereby acknowledges that any change to the exchange rate, which will be determined as based on such method, shall become effective immediately.
- 4.3.56.** United Payment shall determine and develop the methods that would authenticate the Identifiers, which grant the Users access to the mobile applications and the website provided by United Payment, and allow for login.
- 4.3.57.** For the purpose of execution of a Payment Order: The User must forward the details about the Remittee, the payment method, the amount of the Payment transaction, the currency, the description of the transaction and such other details and information that would be asked depending on the nature of the service, to United Payment.
- 4.3.58.** In respect of the transactions, whereby the card provided by United Payment is used as a payment instrument, the Payment Order (Disbursement Instruction and Confirmation) will have been forwarded upon the scanning of the card by means of a validator, POS and such other devices. In respect of other payment services; the User shall give a confirmation to United Payment through the system provided by United Payment for the purpose of initiation and completion of the Payment Transaction. The Payment Transaction shall be deemed to have been authorized upon the grant of the confirmation by making use of the methods such as entering the verification code, which will be forwarded by United Payment for the purpose of execution of the Payment Transaction, into the respective fields by the User.

The confirmation with respect to the Payment Transaction may be granted either before or after the Payment Transaction in accordance with the agreed method. Any Payment Transaction, which has not been confirmed in accordance with the agreed method, shall not be deemed to have been authorized.

- 4.3.59.** The Payment Order may not be withdrawn upon its receipt by United Payment with respect to a User that acts in the capacity of the Remittee.
- 4.3.60.** The User hereby acknowledges that s/he/it may not withdraw a Payment Order after s/he/it has forwarded such Payment Order to United Payment or granted a confirmation for the purpose of execution of the Payment Transaction, unless otherwise agreed by the Remittee, if and when the Payment Transaction is initiated by or through the Remittee, and that s/he/it may withdraw the Payment Order until the end of the business day before the day agreed for the execution of the Payment Transaction, at the latest, in respect of any Payment Transaction that is performed by making use of the Direct Debiting Transaction, and that s/he/it may withdraw the Payment Order until the end of the business day before the day agreed for the execution of the Payment Transaction, at the latest, if and when it is agreed that the Payment would be executed on a certain date or at the end of a certain period or that the User would leave the funds with respect to the payment to the discretion of United Payment, and that the fee as indicated on the website of United Payment ([www.unitedpayment.com](http://www.unitedpayment.com)) shall be charged if and when the User withdraws a Payment Order as described herein above.
- 4.3.61.** The time of receipt of the Payment Order is the time of receipt of the Payment Order by United Payment with respect to a User that acts in the capacity of Remitter. If and when a Payment Order is receipt by United Payment on any day other than a business day with respect to a User that acts in the capacity of Remitter, such Payment Order shall be deemed to have been received on the immediately following business day. If and when the Payment Order is an EFT transaction, the User may forward such Payment Order to United Payment until 16:00, at the latest, within the business day. Any Payment Order, received after such time by United Payment, will have been received on the next business day by United Payment, and it shall be deemed as the time of receipt of the Payment Order.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **5.1. Rights and Obligations of United Payment:**

- 5.1.1.** United Payment shall be obliged to perform a risk assessment as per the Regulation before the execution of the Agreement. United Payment shall be entitled to decide at its sole discretion for the physically execution of this Agreement simultaneously by and between the Parties in consequence of such risk assessment. If and when the Agreement is executed by means of a video call, in the event that United Payment has any doubt with respect to the validity of the document submitted by the User or any act that might constitute fraud or forgery or in case of any unfavorable intelligence about the User, then United Payment shall be entitled to end such video call immediately before the execution of the agreement. In the event that such video call with the User has been ended by United Payment on the basis of any such ground, then United Payment shall be entitled to reject the performance of a video call again with such person for the purpose of execution of the agreement.
- 5.1.2.** United Payment shall be entitled to block the transaction temporarily or reject such transaction if and when the execution of the Agreement or the performance of the Payment Transaction is contrary to the Regulations and the general guidelines with respect to the Payment Transactions or in case of any suspicion about the parties and the existence of the transaction during the term hereof.

- 5.1.3.** United Payment shall be entitled to block the Service, it offers to the User, temporarily, or to close the account completely in case of any circumstance that would give rise to any doubt with respect to fraudulent or unauthorized use of the Payment Instrument. If and when it deems required, United Payment may cease the use of the Payment Instrument. In such case, except for the existence of the provisions that hinder provision of information as prescribed by the Regulations or the existence of the favored provisions for the low-value payment transactions and low-value payment instrument and electronic money or objective reasons that threaten the security, United Payment shall inform the User of a Customized Card, and it shall make available the service and the Payment Instrument to the User once again, following the disappearance of the reason for such blocking. Also, if and when the User acts in breach of this Agreement, United Payment may block the Service until such breach will have been remedied.
- 5.1.4.** For the purpose of ensuring any access to its information systems by any unauthorized person, United Payment shall make its efforts for equipping the United Payment System, including the encryption algorithms, with the high security standards that correspond to the most up-to-date technical knowledge, and taking the measures as required by the CBRT as prescribed in the Communiqués, and ensuring the matters as specified in the binding provisions.
- 5.1.5.** United Payment shall be entitled to discontinue or restrict the system temporarily for the purpose of proper functioning or development of the United Payment System. United Payment shall not be liable for any failure of timely performance of the Service due to any issue that might arise from any third party software and service (including the infrastructure issues such as power failure, etc.).
- 5.1.6.** United Payment may change the fees, to be collected for the transactions to be performed by making use of the products and services, unilaterally and in accordance with the amendments to the applicable regulations and/or the resolutions adopted by the administrative authorities.
- 5.1.7.** United Payment shall not charge any interest on any amount collected hereunder, and it shall not issue any Payment Instrument linked to any payment account for the purpose of execution of the payment transactions arising from the procurement of goods or services, and it shall not provide any loan, installment, payment or payment guarantee for the non-collected amounts and it shall not get engaged in any business that would purport the foregoing.
- 5.1.8.** United Payment shall not charge any interest on the funds received in consideration of the Electronic Money, and it shall not provide the Client with any interest as based on the amount of the funds or the period for which such funds are kept. The User hereby acknowledges and represents that s/he/it shall not raise any claim against United Payment for such purpose.
- 5.1.9.** United Payment shall be liable for the transfer of only the amounts, for which the User grants a confirmation for its transfer as described herein above, and which can be collected from the User and which are not required to be refunded to the User as per the obligations governing United Payment. United Payment shall not charge any interest on any amount collected as per the Law, and it shall not issue a Payment Instrument that is linked to the Payment Account for the purpose of performance of the payment transaction arising from procurement of goods or services, and it shall not provide any loan, installment or payment guarantee, and it shall not charge any interest on the funds received in consideration of Electronic Money, or provide any interest to the User as based on the amount of or the period of retention of the funds; and the User hereby acknowledges and represents that s/he/it shall not raise any claim against United Payment with respect to the foregoing.



- 5.1.10.** The prices with respect to the goods and services, procured through the Service provided hereunder, and the terms and conditions with respect to the collection of such prices shall be determined by the Remittee that is the provider of such goods and/or services, and the User hereby acknowledges that United Payment shall not have any authority or liability in respect of the foregoing, and that United Payment shall not be liable for any delay or inconvenience that would result from the systems and policies of the entities that generate contracted invoices with respect to the services whereby United Payment facilitates the performance of Bill Payments.
- 5.1.11.** The transaction limit for any one-off transaction to be performed hereunder and also for any transaction to be performed in total within a month shall be determined by United Payment, and any such limit may be renewed at any time. The limits with respect to the United Payment Services are indicated on ([www.unitedpayment.com](http://www.unitedpayment.com)), and the limits shall be as indicated by the MASAK, in respect of any user, the identity of which has not been verified. The User hereby acknowledges that s/he/it shall not perform any transaction outside the limits as determined by United Payment.
- 5.1.12.** United Payment shall be obliged to provide only the details with respect to the amount of the funds available in the payment account and/or the payment instrument, if applicable, and the User hereby acknowledges that s/he/it shall pay the fees, as indicated in the Fee Information Form, if and when s/he/it asks for any additional information other than the foregoing, or for provision of information more frequently or asks for the transmission of the information by making use of the methods other than those as specified hereunder, and if and when any such information is provided by United Payment. Transmission of the notices to the User on a regular basis will not extinguish the consequence that the User has become aware of such information at the time of performance of the transaction, and the consequences of the transaction will start to arise as of the performance of the transaction.
- 5.1.13.** United Payment shall be entitled to amend and update this Agreement and the appendices hereto, unilaterally and without being obliged to serve a prior notice for such purpose. United Payment shall serve a notice, which will be about the scope and the effective date of such amendment and the details about the User's right to terminate the Agreement, to the User within a period of 30 (Thirty) days following the entry in force of any such amendment. In such case, the User may terminate the Agreement. In the event that no notice of termination is served within such period of 30 (Thirty) days by the User, then the User shall be deemed to have acknowledged such amendment. The User hereby acknowledges that s/he/it shall not be entitled to raise any claim against United Payment in such case. In the event that a period that is less than 30 (thirty) days is prescribed by the applicable Regulations for any amendment as required by the Regulations, then such matter shall also be indicated in the notice to be served to the User, and the period as prescribed by the applicable Regulations shall apply instead of the period as indicated herein.
- 5.1.14.** United Payment shall be obliged to take the necessary measures in accordance with the provisions of the Regulations and the guidelines as prescribed by any and all such other Regulations for any interruption that might arise due to any emergency or contingency.
- 5.1.15.** United Payment shall be obliged to ensure that the information, which is shared by the User and processed, including the Sensitive Payment Data, is kept and treated confidential as per the Law Nr.6698 on Protection of Personal Data.

- 5.1.16.** If and when the Payment Order is placed by any User that acts in the capacity of Remitter and the Payment Service provider of any User that acts in the capacity of Remitter is United Payment, then United Payment shall be liable towards such User, which acts in the capacity of remitter, for the accurately performance of the Payment Transaction.
- 5.1.17.** United Payment shall be liable for transferring the amounts, which are forwarded to it properly and in accordance with Article 67(1) of the Regulation by the User hereunder, to the Remittee or to the Payment Service Provider of the Remittee within the periods as set out in the agreement executed by and between United Payment and the respective party, without prejudice to the provisions as specified in Article 72 of the Regulation. In the event that it fails to fulfill such liability, United Payment shall promptly refund the portion of the Payment Transaction, which has not been executed or which has been executed erroneously, to the User. Accordingly, if and when any interest or fee is required to be paid by the User, the liability for any such amount shall remain with United Payment. In the event that the Payment Transaction is not executed at all or that it is not executed properly, then the User shall be free to exercise any of the rights to ask for re-performance of the user, and remedy of the defect that has resulted from such service, and discount in proportion to such defect, and rescission of the agreement.
- 5.1.18.** United Payment shall not assume any liability whatsoever with respect to any violation or attack (hacking, phishing, etc.) intended at the systems of the System Partners or the Users.
- 5.1.19.** In the event that it rejects the execution of a Payment Order, then United Payment shall notify the User of the reason for such rejection and the manner of correction of any error, which has given rise to such rejection, if applicable, as promptly as practicable by making use of the pre-agreed method and in any case until the end of the business day following the receipt of the Payment Order. It may be agreed in the agreement that United Payment may ask a fee for the notice it will serve to the User if and when such rejection is based on a just cause.
- 5.1.20.** In the event that the User asks for a Chargeback, then United Payment shall be entitled to set-off the amount, which is set-off by the System Partner, from the Electronic Money Account. In respect of each Unwarranted Chargeback request with respect to the transactions performed by making use of the United Payment System, the amount indicated in the fees and commission field shall be invoiced and collected from the Electronic Money Account of the User by United Payment without requiring service of any notice for such purpose. In the event that there is no balance available in the Electronic Money Account, the entire amount of the damage and/or loss, incurred by United Payment, may be reimbursed from the User without requiring service of any notice/notification or obtainment of a court order for such purpose.
- 5.1.21.** United Payment shall be liable only for the direct damages resulting from the breach of its contractual obligations hereunder. United Payment shall not be liable for any damage, for which it has no negligence and which might arise due to any third party or the System Partners.
- 5.1.22.** The User hereby acknowledges, represents and warrants that, in the event that any extra benefit is provided to the User by any Agent/Merchant, then any such benefit shall not constitute an obligation for United Payment, and also that any and all terms and conditions with respect to any such extra benefit shall be determined by the Agent.

## **5.2. Rights and Obligations of the User**

- 5.2.1.** The breakdown for the fees, which are required to be paid to United Payment by the User with respect to the services provided hereunder, is given on [www.unitedpayment.com](http://www.unitedpayment.com). The User hereby represents that s/he/it pay such fees in return for the services s/he/it will receive from United Payment, and s/he/it further represents that s/he/it acknowledges such fees as announced on [www.unitedpayment.com](http://www.unitedpayment.com) and that s/he/it is aware of the fact that United Payment shall be entitled to change such fees unilaterally, and also that s/he/it acknowledges the foregoing in advance.
- 5.2.2.** The User hereby acknowledges that s/he/it shall pay the card fee as determined for the Prepaid Card and/or Digital Wallets.
- 5.2.3.** The User hereby acknowledges that, in the event that s/he/it acts in breach of the Agreement and/or does any act that would be of a nature to give rise to any doubt at United Payment as based on the practices in the industry, then United Payment may suspend the Agreement and the services it provides thereunder.
- 5.2.4.** The User hereby acknowledges and agrees that the service, provided by United Payment, does not purport provision of cryptocurrency in any case whatsoever, and also that United Payment does not provide any cryptocurrency at all.
- 5.2.5.** The User hereby acknowledges that, for the purpose of execution of the Agreement by means of Remote Means of Communication, the User is required to perform the aliveness test, identification and also the verification of her/his/its contact details by making use of video, live photograph, online video call and such other similar methods.
- 5.2.6.** In respect of any agreement to be executed by means of online video call through a Remote Means of Communication, it is required such video call is held real-time and uninterrupted. Such video call to be held is required to be held by means of end-to-end secure communication, and the video and audio quality of such video call is required to be at an adequate level, and the document submitted by the prospective User is required to be verified visually under white light, and such document submitted is required to be undistorted, readable and up-to-date. United Payment shall not enter into a contractual relation with a prospective User through online video call if and when any of the requirements is not satisfied. The User hereby acknowledges that, for the purpose of execution of this Agreement through an online video call, such online video call will be required to be repeated so as to satisfy all of the requirements as mentioned herein above. The User may ask United Payment to hold a video call again for the purpose of entering into a contractual relation through the United Payment System.
- 5.2.7.** In the event that United Payment incurs any claim or becomes subject to any legal, administrative or penal sanction due to any breach of this Agreement and the applicable regulations by the User, then any such amount shall be paid to United Payment immediately by the User.

- 5.2.8.** In the event that a lost or stolen payment instrument is used or that the payment instrument is used by others due to the fact that the security details of the User are not maintained properly, then the User shall be liable for the portion up to 250 (Two Hundred Fifty) Turkish Liras of the damage, resulting from any such payment transaction which has not been authorized by the User and which has occurred within a period of twenty four hours before the reporting s/he/it has made as per the fourth paragraph of Article 53 of the Regulation. However, the User shall be liable for the entire amount of any damage and/or loss which would arise from any unauthorized transaction, if and when s/he/it uses the Payment Instrument fraudulently or fails to fulfill her/his/its obligations as set out hereunder, either deliberately or due to her/his/its negligence or shares the Sensitive User Data with any 3rd party whatsoever or if and when the Sensitive User Data is captured by any 3rd party whatsoever.
- 5.2.9.** United Payment shall be entitled to deactivate the payment instrument in case of any suspected fraudulent or unauthorized use, and it shall notify the remitter in accordance with this Agreement and the provisions as prescribed by the Regulations, if and when the remitter is the User.
- 5.2.10.** The User hereby acknowledges that s/he/it acts for her/his/its own name and on her/his/its own behalf, and that s/he/it shall notify United Payment, in writing, of such fact as per the Law Nr. 5549 if and when s/he/it acts on behalf of any other person, and that s/he/it shall notify United Payment, in writing, of such case in case of any change to her/his identity, contact and such other identification details, and that, otherwise s/he/it may be sentenced to imprisonment, starting from six months to one year, or a judicial fine up to five thousand days, and also that United Payment may ask for identification/provision of information as based on the statement of the User herein. The User hereby acknowledges and represents that, otherwise, United Payment shall not assume any civil/criminal liability for any transaction, including any unauthorized, erroneous transaction and any wrongful, unlawful use, fraud by any 3rd party whatsoever in respect of the User, and also that United Payment shall be entitled to terminate this Agreement, unilaterally.
- 5.2.11.** The User, acting in the capacity of the Remitter, may not be held liable for any payment transaction, which is not authorized by the User and which occurs following the reporting s/he/it has made to United Payment due to any lost or stolen Payment Instrument or any transaction that has occurred beyond the will of the User.
- 5.2.12.** In the event that the User, acting in the capacity of the Remitter, makes use of the Payment Instrument fraudulently or acts in breach of her/his/its obligations, as prescribed in the regulations and/or in the provisions with respect to her/his/its rights and obligations regarding the Payment Instrument hereunder, either deliberately or due to her/his/its negligence, then such User shall become liable for the entire amount of any damage and/or loss that would result from any unauthorized Payment Transaction.
- 5.2.13.** In respect of any Payment Transaction, in which the Payment Order is placed by or through the Remittee; in the event that the Payment Service Provider of the Remittee evidences that the remitter has sent the payment order accurately and properly to the Payment Service Provider, then the Payment Service Provider of the remitter shall be liable for the accurately and properly execution of the transaction. The Payment Service Provider of the Remitter shall promptly refund the portion of the payment transaction, which has not been executed or which has been executed erroneously, to the remitter, and it shall restore the Electronic Money Account as it was.

In respect of any payment transaction, for which the Payment Order has been placed by or through the Remittee and which has not been executed or which has been executed erroneously; if and when so requested, it shall determine the reasons for the Payment Transaction, which has not been executed or which has been executed erroneously, irrespective of the fact that whether the Payment Service Provider of the Remittee is liable for the non-execution or the erroneously execution of such payment transaction, or not, and it shall notify the Remittee of the consequence thereof. United Payment shall be liable towards its own Users for the reimbursement of the interest and fees paid by the respective persons in consequence of non-execution or erroneously execution of the payment transaction.

- 5.2.14.** In the event that the amount with respect to the Payment Transaction is not indicated in full at the time of authorization in respect of a Payment Transaction, which is authorized by or initiated through the Remittee, and also that the amount of such executed Payment Transaction exceeds the foreseen amount by taking into account the disbursement history, the contractual terms and such other respective matters, then the User may, within a period of 2 (two) months following the date of execution of such Payment Transaction, ask for refunding up to the amount of the Payment Transaction, provided that the respective goods or service has not been consummated as per the Law Nr.6502 on Protection of Consumers. United Payment shall be entitled to ask the User to submit factual evidence with respect to such claim. However, in the event that the confirmation with respect to the Payment Transaction has been given directly to the User or that a notice has been served to the User at least 1 (one) month before the date on which the payment should have been executed, then the User may not ask for any refund for such Payment Transaction. In case of any claim for refund as per this article, United Payment shall make such payment within a period of 10 (ten) Business Days, or it shall state its decision for rejection together with the reasons thereto, as well as the legal remedies available for the User.
- 5.2.15.** The channels, where the Services may be used, and the goods and services that can be procured by making use of the Service shall be determined exclusively by United Payment as per the Regulations. United Payment may change such channels and goods and/or services at any time without being obliged to serve a notice for such purpose. The User hereby acknowledges that s/he/it shall not be entitled to raise any claim against United Payment in such case.
- 5.2.16.** The User hereby acknowledges, represents and warrants that s/he/it shall not make use of the services provided hereunder for any unlawful or immoral purpose or for the purpose of procurement of any unlawful or immoral product or service or for the purpose of procurement of any product or service that is stated to be prohibited by United Payment. In the event that the User acts in breach of this Agreement, in particular this clause, then United Payment may suspend the Agreement and the services, it provides hereunder, until such breach will have been remedied.
- 5.2.17.** The User hereby acknowledges and represents that the information and documentation with respect to any and all kinds of transactions, s/he/it will have performed hereunder, may be shared with the Agent by United Payment for the purpose of performance of the services hereunder.
- 5.2.18.** Any and all information, including the personal data, provided by the User may be processed for the purpose of fulfillment of its statutory obligations and stored for the purpose of performance of the Agreement or may be shared with the respective organizations and agencies and/or used by making anonymous by United Payment. The User hereby acknowledges the foregoing in advance.

- 5.2.19.** The User hereby acknowledges and warrants that s/he/it shall deliver and submit the information and documentation, which would be requested by the regulatory authorities or such other organizations and agencies as per the applicable regulations or in case of any suspicious transaction or unfavorable intelligence, immediately to United Payment and/or to the respective agency.
- 5.2.20.** The payment services, provided to the User by United Payment, may be performed in any currency as announced by the CBRT at the extent as permitted by the provisions as prescribed by the applicable regulations. The exchange rate to be applied with respect to the payment services shall be calculated by taking into account the buying/selling rate of exchange announced on daily basis by the CBRT and also the current buying/selling rates of exchange at the free market. The User hereby acknowledges that any changes to the exchange rates, which will be determined as based on such method, shall become effective immediately.
- 5.2.21.** In respect of the notices, it will serve to the User hereunder; United Payment may serve a notice to the User by making use of one or more of the information methods at the times as specified in the Agreement, either to the e-mail, residential or business address, mobile phone, stated by the User, and by SMS or through the call center or the mobile application. The User hereby acknowledges that any notice, served by making use of one or more of the methods as specified herein, shall be deemed as a duly and validly served notice.
- 5.2.22.** In the event that the Agreement is executed by making use of a Remote Means of Communication, then the liability for suffering any imperfection or inconvenience with respect to and during the use of such Remote Means of Communication shall remain solely with the User. The User hereby acknowledges that United Payment shall not assume any liability whatsoever if and when s/he/it fails to contact United Payment immediately in case s/he/it experiences any imperfection or inconvenience during such use.
- 5.2.23.** The User hereby acknowledges and represents that the information and documentation with respect to any and all kinds of transactions, s/he/it will have performed hereunder, may be shared with the Agent by United Payment for the purpose of performance of the services hereunder.
- 5.2.24.** Any and all information, including the personal data, provided by the User may also be processed for the purpose of fulfillment of its statutory obligations and stored for the purpose of fulfillment of the statutory obligations and performance of the Agreement or shared with the respective organizations and agencies and/or used by making anonymous by United Payment.

## **6. INTELLECTUAL PROPERTY**

This Agreement shall establish no utilization agreement such as transfer of an intellectual property, or license by and between the Parties hereto. The use of any item, which is subject to any and all kinds of intellectual property rights and which is owned and/or possessed by either of the Parties hereto, will be possible only upon and be limited only with an explicitly written agreement for such purpose.

## **7. TERM**

The term of this Agreement shall be one year. The Agreement shall be renewed automatically on the basis of the same terms and conditions and each time for a further period of 1 (one) year, unless either of the Parties hereto notify the other Party, in writing, of the fact that the term of the Agreement would not be renewed, by serving a notice 3 (three) months beforehand.

## **8. BREACH AND TERMINATION**

- 8.1.** United Payment or the User may terminate the Agreement at any time by serving a written notice 1 (one) month beforehand, without being obliged to pay any indemnity whatsoever. The provisions hereunder shall not apply to United Payment if and when United Payment needs to terminate the agreement in case of any unfavorable intelligence or existence of any suspicious transaction, in accordance with its obligations arising from such other applicable regulations.
- 8.2.** In the event that either of the Parties hereto acts in breach of its contractual obligations and fails to remedy such breach within a period of 7 (seven) business days despite the request forwarded by the other Party for the purpose of remedying the breach, then the Agreement may be terminated with immediate effect by serving a written notice by the Party, which has served such notice for the remedy of such breach, without being obliged to pay any indemnity whatsoever.
- 8.3.** In the event that it is determined that the User makes use of the services provided hereunder for any unlawful or immoral purpose or for the purpose of procuring unlawful or immoral products or services, and/or that the representations made hereunder by the User are not true, or that the User acts in breach of such representations, then this Agreement may be terminated with immediate effect by United Payment without serving a notice for such purpose.
- 8.4.** In case the Agreement is terminated by United Payment, United Payment may claim its receivable(s), which has/have accrued, from the User, and it may ask for the return of the Payment Instrument.

## **9. ASSIGNMENT**

- 9.1.** The User may not, either directly or indirectly, transfer or assign, either wholly or partially, the Agreement and her/his/its rights and obligations hereunder, to any other person whatsoever, unless the prior written consent of United Payment is obtained. United Payment may at any time assign or transfer its rights, obligations, claims/receivables and liabilities arising hereunder to any third party and it may make use of any subcontractor or Agent other than the one as specified hereunder.

## **10. FORCE MAJEURE**

- 10.1.** Any circumstance of man-made or natural disasters, war, mobilization, fire, strike, lockout, temporarily suspension of the operating authorization of either of the Parties hereto by any regulatory authority and any failure resulting from the infrastructure, which does not exist at the time of execution hereof and which occurs beyond the control of the Parties and which could not be foreseen and which occurs in a manner and at an extent to discontinue the business operations of the Parties or either of the Parties hereto, either partially or wholly, on temporarily basis, shall be deemed as a Force Majeure Event. The Party, suffering from any such Force Majeure Event, shall immediately notify the other Party, in writing, of such circumstance if and when such Force Majeure Event would last for a long period, and the obligations of the Parties shall be suspended during the continuation of such Force Majeure Event. The Agreement shall resume upon disappearance of such Force Majeure Event. The obligations of the Party, the rights of which could not be exercised, shall also be suspended during the continuation of such Force Majeure Event. In the event that such Force Majeure Event lasts for a period longer than 120 (one hundred twenty) days, then the Party, the rights of which are violated, may terminate the Agreement without being obliged to pay any indemnity whatsoever.

## **11. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 11.1.** This Agreement shall be governed by the Turkish Law. Either of the Parties hereto agrees that any and all kinds of disputes, which might result from the construction and performance hereof, shall be submitted to and resolved by the Courts and Enforcement Offices of the Central District of Istanbul.
- 11.2.** In respect of the Services provided by United Payment, the User may file an application to the Turkish Payment and Electronic Money Institutions Association ("TODEB") for her/his/its individual complaints within a period of 2 years following the date of execution of the transaction. In the event that the User receives an unfavorable reply for the application s/he/has filed to United Payment, or that s/he/it could not receive a reply within a period of 20 days following the date of such filing, then the User may file an application to the Arbitration Committee For Individuals, within the organization of the Turkish Payment and Electronic Money Institutions Association within a period of 60 days following the date of service of such unfavorable reply or the expiration of the period, in which the reply must be received, by completing the application form available on <https://todeb.org.tr/hakemheyetibasvuruformu/>, together with the information and documentation about the matter in dispute. Detailed information can be obtained from the leaflet available on <https://todeb.org.tr/source/hakem-heyeti/EK-3-Hakem-Heyeti-Brosur.pdf>.

## **12. SEVERABILITY**

- 12.1.** In the event that any of the provisions hereunder is rendered to be unenforceable or null and void, then such provision shall be deemed to have been not incorporated herein and shall not affect or invalidate the remaining provisions. In the event that any or multiple provision(s) of this Agreement become(s) null and void or is/are rendered to be null and void following any law, regulation or the definitive judgment of any competent authority, then the remaining provisions shall continue to be binding and applicable. Any provision, which is announced to be ineffective and null and void, shall be replaced with the provisions that have the closest meaning in terms of the meaning and applicability with those of the originally agreed provisions.

## **13. EXECUTION**

- 13.1.** The User may access the Agreement and the appendices thereto through the website or such other Remote Means of Communication of United Payment. This Agreement has been acknowledged electronically by the User, and the electronic copy of this Agreement has been made available to and accessed by the User through the Remote Means of Communication.
- 13.2.** The User hereby represents and warrants that s/he/it transacts only for her/his/its own name and on her/his/its own behalf, but not on behalf of any other person whatsoever.

## **14. MODIFICATIONS**

- 14.1.** United Payment shall announce any modification with respect to the services hereunder and the fees of such services on its Internet Address 30 (thirty) days beforehand. It shall notify the User of such discretion by making use of an appropriate Remote Means of Communication. Any such modification shall be deemed to have been acknowledged by the User, unless the User notifies United Payment, in writing, of the fact that s/he/it does not acknowledge any such modification to the Agreement or the User does not terminate the Agreement before the entry in force of any such provision(s) for which such modification to the Agreement is not agreed.



**15. NOTICES**

**15.1.** Either of the Parties hereto acknowledges and warrants in advance that its address as provided hereunder is its address for the correspondences, and that any and all kinds of notices, which would be sent to such address, shall be deemed to have been made and served validly and lawfully, and that it shall notify the other Party hereto, in writing, of any change to such address within a period of 30 (thirty )days, and also that, otherwise, any notice, which would be sent to such address as provided hereunder, shall be binding for such Party and be deemed as a validly and lawfully served notice.

**16. FINAL CLAUSE**

**16.1.** This Agreement consists of 16 (sixteen) articles and the appendices, which serve as an appendix to and an integral part hereof, and it has become effective as of the date on which it has been acknowledged electronically by and between the Parties hereto.

**16.2.** The provision in favor of United Payment shall apply in case of any discrepancy between any agreement, which is of general nature and executed with respect to the services provided as based on this Agreement, and the United Payment Framework Agreement and the appendices thereto.

**USER NAME-SURNAME:**

**SIGNATURE:**

**APPENDIX-1:**

**CARD NUMBER**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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- **Write the delivered card number in the box**

**APPENDIX-2:**

| INDIVIDUAL FRAMEWORK AGREEMENT INFORMATION FORM |  |
|---|--|
| * Name-Surname:                                 |  |
| * Republic of Turkey ID Number:                 |  |
| *Adress:  |  |
| *Birthplace:                                    |  |
| *Date of Birth:                                 |  |
| *Mother Name:                                   |  |
| *Father Name:                                   |  |
| Telephone No:                                   |  |
| *Profession                                     |  |
| Fax No:   |  |
| E-mail Adress:                                  |  |

(Fields marked with \* are 'mandatory' and must be filled in completely and correctly).

Signature

IMPORTANT NOTE: For the confirmation of the address declared above, the residence certificate obtained from "E-Devlet" or a copy of the invoice for a service requiring a subscription such as electricity, water, natural gas, telephone for the last 3 months issued in the name of the relevant person must be sent to us together with the contract.

**CORPORATE FRAMEWORK AGREEMENT INFORMATION FORM - COMPANY OFFICIALS AND 25% OR MORE OF THE COMPANY FORM REQUIRED FROM SHAREHOLDERS (It must be filled in separately for all officials of the company.)**

| <b>CORPORATE FRAMEWORK AGREEMENT INFORMATION FORM</b>      |  |
|--|--|
| Website Address / Mobile Application Name                  |  |
| Trade Name of the Company                                  |  |
| Shareholding Structure / Share Percentages of Shareholders |  |
| Tax Identification Number of the Company                   |  |
| Trade Registry Number of the Company                       |  |
| Company Contact No (Fixed or GSM No)                       |  |
| Company Fax Number (if available)                          |  |
| Company e-mail address (if available)                      |  |
| Authorised/Shareholder 1- Name, Surname and/or Title       |  |
| Authorised/ Shareholder 1- Turkish ID Number/VKN           |  |
| Authorised/Stakeholder 1- Turkish ID Number/VKN            |  |
| Authorised/shareholder 1- Place of birth                   |  |
| Authorised/Shareholder 1- Partnership/Share Percentage     |  |
| Authorised/Shareholder 1- Profession                       |  |
| Authorised/ Shareholder 1- Address                         |  |
| Authorised/ Shareholder 1- Contact/ GSM No                 |  |
| Authorised/ Shareholder 1- E-mail address (if available)   |  |
| Authorised/ Shareholder 1- Name, Surname and/or Title      |  |
| Authorised/ Shareholder 2- TCKN/VKN                        |  |
| Authorised/Stakeholder 2- Place of birth                   |  |
| Authorised/Shareholder 2- Partnership/Share Percentage     |  |
| Authorised/ Shareholder 2- Profession                      |  |
| Authorised/ Shareholder 2- Address                         |  |
| Authorised/ Shareholder 2- Contact/ GSM No                 |  |
| Authorised/ Shareholder 2- E-mail address (if available)   |  |

IMPORTANT NOTE: For the confirmation of the address declared above, the residence certificate obtained from "E-Devlet" or a copy of the invoice for a service requiring a subscription such as electricity, water, natural gas, telephone for the last 3 months issued in the name of the relevant person must be sent to us together with the contract.

### APPENDIX-3 FINANCIAL PROVISIONS

1. If and when United Payment decides for charging a membership service fee on the basis of the terms and conditions as indicated on the corporate website of United Payment, namely [www.unitedpayment.com](http://www.unitedpayment.com) in return for the services provided hereunder, then such membership service fee shall be paid by the User.
2. Such payment shall be started to be collected upon the start of use of the service by the User.
3. Such service fee may be updated by United Payment, and the User hereby acknowledges that such up-to-date service fee shall be collected from her/him/it within the periods as indicated in the corporate website of United Payment as indicated herein above, unless s/he/it terminates the Agreement due to any such change following the receipt of the notice served to her/him as per this Agreement.
4. The transactions to be performed as part of the service may be subject to the transaction fees (for example, the commission fee on the basis of each payment transaction) determined by United Payment. The transactions, for which a fee is payable, the up-to-date fees and such other details with respect to the transaction fees, can be accessed through [www.unitedpayment.com](http://www.unitedpayment.com) the corporate website of United Payment, except for the items as indicated specifically hereunder.
5. The prices with respect to the goods and services, procured through the services provided hereunder, and the terms and conditions with respect to the collection of such prices shall be determined by the Remittee that is the provider of such goods and/or services, and the User hereby acknowledges that United Payment shall not have any authority or liability in respect of the foregoing.
6. The payments hereunder may be made in Turkish Liras. The currency to be used shall be shown to the User on the payment screen and/or the previous screens.
7. The Transaction Limit for the transactions, performed in total within a month, shall be determined by United Payment, and such Transaction Limits may be renewed at at any time. However, in the event that the User asks for the increase of the Transaction Limit, then United Payment may increase the Transaction Limit, which is determined for the one-off transactions and/or the transactions to be performed in total within a month, in accordance with the regulations governing it and also its own risk policies, in consideration of the fee it will have announced on its website/link, namely [www.unitedpayment.com](http://www.unitedpayment.com).
8. The User hereby acknowledges that the interest for default, which would be accrued in accordance with the regulations by the Remittee due to the fact that the User has failed to timely pay the amounts, for which s/he/it is obliged to pay to the Remittee, either partially or wholly, may be paid also through United Payment Services, and also that the Payment Account of the User may be debited up to such amount as based on the instruction of the Remittee for such purpose. The amount of such interest shall be determined by the Remittee, and the User hereby acknowledges that s/he/it may not raise any claim against United Payment for such purpose, and also that s/he/it must forward her/his/its requests with respect to charge of interest or the amount of such interest, etc., directly to the Remittee.

#### **APPENDIX-4 NON-DISCLOSURE AND INFORMATION SECURITY**

- 1.** Personal data shall be collected electronically directly by the Users, the Platform Owners or through the business partners of United Payment.
- 2.** The User hereby grants consent for the recording of the personal data, obtained hereunder with respect to her/him/it, and also any and all information, which is reproduced, in connection with the use of any such data and also the transactions executed, under the responsibility of in particular the affiliates of United Payment and the business partners, which provide/offer the product or service, which is wished to be purchased, or which enable the performance of the payment transaction, or the persons which operate and manage the platform at which the electronic money will be used, during the period of effect hereof, and also for the sharing of such data and information with the affiliates of United Payment and/or the business partners, which provide/offer the product or service wished to be purchased, for the purpose of performance of the services hereunder and the payments connected therewith, and providing the User with campaigns, and also for the processing of such data and information by such parties for the same purposes.
- 3.** The User hereby consent for the processing of the details such as the telephone number, Republic of Türkiye ID Number, full name and such other identity details, address, contact details of the Remittee or the customers of the User, and the up-to-dateness of such details and the instructions with respect to the payments, in particular the risk details and etc., and the monthly spending limit and the details about reaching to such limit, the balance status details, and the details about any failed transaction due to insufficient balance, and the details about the number of such failed transactions, which will have been shared with it by the User during the term hereof, by United Payment and its affiliates or the persons, which operate and manage the Platform at which the electronic money will be used, for the purpose of provision of the Payment Services, determining the risk and the risk level, ensuring service quality and completely and perfectly fulfillment of its obligation as prescribed by the applicable regulations, and also for the sharing of such information and details as specified herein with and by and between the merchants/United Payment Service Users/Business Partners/Payment Service Providers/Agents/External Service Providers/respective Financial Institutions/Banks for the periods and the purposes as indicated, and also for processing of such information and details for the same purposes.
- 4.** Such information and details shall be stored for the periods as required by the obligations as specified in the Agreement and the applicable regulations and be deleted upon the elapse of such periods, without prejudice to the provisions as prescribed in the applicable regulations.
- 5.** In addition to the term hereof; United Payment may store any personal data so as to be limited to the purpose of performance of the defenses as required as part of any such dispute and for the periods of limitations as set out by the applicable regulations, in case of any dispute that might arise from this Agreement.

- 6.** Upon the entry in force of Section 11 of the Law on Protection of Personal Data, and after the implementation of such Section becomes required hereunder, the Users, the Remittee and the User Customers and the Platform Customers and the beneficiaries of the United Payment Services shall be entitled to inquire whether their personal data has been processed, and to ask for information regarding any such processed personal data, and to be informed about the purpose of processing of any such data, and also about the fact that whether such data has been used as appropriate to the purpose thereto, and to be informed about any third party to which any such data has been transferred, either domestically or internationally, and to ask for correction of any imperfect or inaccurate data, in case of any imperfect or inaccurate processing thereof, and to ask for deletion or disposal of any such personal data in accordance with the terms and conditions as prescribed in the applicable regulations, and to notify the third parties, to which their data has been transferred, of such correction and deletion performed in accordance with the applicable regulations, and to raise an objection against such outcome in case of emergence of an outcome that is to the detriment of them upon the analysis of any such processed personal data solely by the automatic systems, and to claim for compensation of any and all damage and/or loss they might have incurred in case their personal data has been processed in breach of the law, by submitting an application to United Payment with respect to their own.
- 7.** Such rights may be exercised by forwarding a written request to the address, Esentepe Mahallesi Buyukdere Cad., Maya Akar Center (B BLOK) Apt., No:102/14 Sisli, Istanbul, in addition to the channels as indicated herein above.
- 8.** United Payment may provide its justified favorable/unfavorable reply, either in writing or digitally, as per any request submitted as specified herein above.
- 9.** It is essential that no fee will be charged for the processes as required for such requests.
- 10.** However, in the event that any such process as per any such request requires any cost, then a fee may be charged on the basis of the tariff determined as based on Section 13 of the Law on Protection of Personal Data by the Personal Data Protection Board.
- 11.** The User may withdraw the consent for data processing at any time. Withdrawal for the consent for data processing will not hinder the processing and sharing for such purposes in case of existence of exceptional circumstances as listed in the Law on Protection of Personal Data, such as the processing of the data, which is shared or transferred as per this Agreement and which are required to be processed for the purpose of provision of the United Payment Service hereunder and/or the performance of the statutory obligations of United Payment and the respective affiliates of United Payment, however, the Client hereby acknowledges that United Payment might not provide the services hereunder in full and properly if s/he/it withdraws the consent for data processing.
- 12.** The User and the Remittee and/or the customers of the User shall be personally liable for contacting their bank and ensuring that such stolen card is deactivated, in case the card, they have recorded through the Affiliates and business partners of United Payment, is lost or stolen.
- 13.** United Payment hereby warrants that it shall take any and all kinds of technical and administrative measures and have the necessary audits performed as required for ensuring the appropriate security level for the purpose of processing the personal data, forwarded electronically to it hereunder, and preventing any unlawful access to any such personal data, and ensuring the storage of any such personal data in accordance with the requirements as set out in the applicable regulations and as specified hereunder.



- 14.** In addition to the foregoing, either of the Parties hereto acknowledges that it shall keep and store any information, it will have obtained with respect to the other Party hereunder, confidential on continuous basis.
- 15.** United Payment hereby acknowledges and represents that it shall comply with the information security obligations as prescribed by the Regulations with respect to the services it provides hereunder, and also that the information hereunder shall not be disclosed to any 3rd party whatsoever except for the circumstances as set out expressly hereunder, unless so requested by any competent governmental body, agency or authority. However, United Payment may share the information with respect to all transactions performed through the United Payment Services by the User, including the utilization of the Electronic Money, with the provider, from which the goods or services are procured, or any person, to which funds are transferred, or the Agent and/or the Payment Service Provider that has made use of the services as part of any such transaction, in consequence of any complaint or in case of any suspicious transaction or in any such other circumstance where transaction is required to be examined in detail.
- 16.** The User hereby grants consent for the transferring of the Republic of Türkiye ID Number, address, statement of signature, letter of authorization, list of authorized signatories, passport/ID photocopy and such other personal data of her/him/it to United Payment for the purpose of provision of the United Payment Services in respect of the transactions executed through the Agent, in particular United Payment, and fulfillment of the obligations arising from the applicable regulations, and also for the processing of any such data by United Payment for the purposes as indicated herein above. It hereby acknowledges, represents and warrants that it has performed the compliance activities as required for such purpose.
- 17.** For the avoidance of misinformation, detailed information about processing of the personal data by United Payment can be accessed through the United Payment Privacy Policy and the Clarification Text on Processing of Personal Data, available on [www.unitedpayment.com](http://www.unitedpayment.com).