

Bitaksi Mobil Teknoloji A.Ş. ("BITAKSI") is a technological platform (the "App") that brings taxi drivers (the "Drivers") together with the passengers (the "Passenger").

1. APPLICATION AND MEMBERSHIP

1.1. The Passenger may start using the App in accordance with these Terms of Use ("Terms"), after downloading the App, filling out the required areas for registration, approving the mobile phone number and logging in with his/her password.

1.2. Passenger agrees that all information provided by him/her during the application is true, accurate and up-to-date in all respects and at all times. Passenger may update his/her details at any time over the App. Exceptions stated in Clause 4.2 are reserved.

2. USE OF APP

2.1. After registering, logging into the App and clicking the call button, the nearest taxi will be directed to the Passenger and in case the Driver accepts the directed call; information related to the Driver and the taxi will be delivered to the Passenger.

2.2. BITAKSI provides best efforts to ensure that the information of the directed taxi (estimated arrival time, the distance from the vehicle to the Passenger etc.) is accurate. However, BITAKSI cannot be held responsible in case this information does not reflect 100% true information.

2.3. After this step, the Passenger may click the cancel button to cancel the trip.

For the first cancellation of the Passenger, a cancellation fee will be charged only in the following cases: When the Passenger pushes the cancellation button, if (i) 90 seconds have passed since the Driver accepted the call, (ii) the driver has traveled for 750 meters, as the crow flies, towards the Passenger's location, and (iii) at most 4 (four) minutes have passed since the estimated arrival time when the cancellation button is pressed, a 20 TL cancellation fee will be collected from the Passenger for yellow and turquoise taxis. This fee is 40 TL for lux and large taxis..

When the Driver pushes the cancellation button, a cancellation fee of 20 TL will be collected from the Passenger for yellow and turquoise taxis if (i) the Driver has waited for 2 minutes at a maximum distance of 100 meters from the Passenger's location, and (ii) the Driver has traveled at least 750 meters to the Passenger's location. This fee is 40 TL for lux and large taxis.

In addition to the above, the situations in which the Passenger will be charged for the second and subsequent cancellations are as follows:

When the Passenger pushes the cancellation button, if (i) 90 seconds have passed since the Driver accepted the call, (ii) the driver has traveled for 100 meters, as the crow flies, towards the Passenger's location, and (iii) at most 4 (four) minutes have passed since the estimated arrival time when the cancellation button is pressed, a 20 TL cancellation fee will be collected from the Passenger for yellow and turquoise taxis. This fee is 40 TL for lux and large taxis.

When the Driver pushes the cancellation button, a cancellation fee of 20 TL for yellow and turquoise taxis will be collected from the Passenger if the Driver has waited for 2 minutes at a maximum distance of 100 meters from the Passenger's location. This fee is 40 TL for lux and large taxis.

2.4. In cases where the Driver does not arrive to the pick up location and does not approach the relevant location, no cancellation fee will be collected from the Passenger.

2.5. The Passenger may choose for the Driver to come by turning on the taximeter via the Application. In this context, as soon as the Driver accepts the call, the Driver will turn on the taximeter and set off towards the Passenger's location. In addition to the "taximeter on-come" option for a trip, the Passenger

can choose the "taximeter on-come" option, for all their trips. The Passenger will always be able to turn off this request through the Application. The Passenger cannot change his/her choice once the Driver accepts the call.

2.6. The Passenger may choose to pay the tip prior to the trip via the Application. In this context, the Customer agrees to pay a tip to the Driver in addition to the trip fee. In addition to the "give tip" option for just once trip, the Passenger may choose the "give tip" option, which will be valid for all their trips. The Passenger will always be able to turn off this request through the Application. The Passenger, cannot change its selection after the trip has started.

2.7. BITAKSI reserves its right to block the Passenger from the App in case the Passenger does not wait for the designated taxi or does not get in the taxi without a valid reason.

2.8. The Passenger is obliged to pay the BITAKSI service fee and entire price of the trip she/he has made using the App.

2.9. The Passenger can call Yellow taxi, Turquoise taxi, Lux Taxi or Large taxi through the App. Taxi fares vary according to the selected taxi type (Yellow / Turquoise / Lux / Large). Turquoise taxis serve with a 15% increased taximeter fees as determined by the Istanbul Metropolitan Municipality and Lux taxis serve with 70% increased taximeter fees and Large taxis serve with 30% increased taximeter fees.

2.10. The Passenger can hail a taxi by entering the destination via the App. The fee and arrival time calculated over the App upon insertion of a destination are estimates. Bridge and highway toll fees are not included in the estimated fees. The fee and arrival time may differ depending on the route and/or the traffic preference of the Driver and/or Passenger. BITAKSI will not be responsible for any fee/time differences.

2.11. The Passenger will be liable to pay the toll fees (for bridges and highways, etc.) which are clearly stated in the relevant legislation, in addition to the BITAKSI service fee and the fee determined in the taxi's taximeter for the fares conducted using the App. No fees can be charged to the Passenger other than the aforementioned ones.

2.12. The Passenger may pay for the trip and the BITAKSI service fees by using her/his credit card or debit card through the payment system provided in the App ("Online Payment System"). If the Passenger chooses to pay for the trip and the service fees via the Online Payment System, the trip fee will be deemed to be made to the Driver and the service fee to BITAKSI upon payment to BITAKSI via the Online Payment System; and the Passenger will not be obliged to pay the Driver any monies.

2.13. The Passenger will be required to enter her/his credit or debit card information onto the Online Payment System once, after which she/he will be able to use the Online Payment System without being required to enter additional information. At the discretion of the Passenger, she/he may enter up to 3 credit or debit card information to the Online Payment System. It is the Passenger's responsibility to enter and use of payment information onto the Online Payment System.

2.14. For payments made via the Online Payment System, if the credit card or bank card is used illegally by someone other than the legitimate card holder, necessary actions as set out in the Bank Cards and Credit Cards Law No. 5464 dated 23.02.2006 and Regulation on Bank Cards and Credit Cards published in the Official Gazette dated 10.03.2007 and numbered 26458 will be taken.

2.15. BITAKSI may use 3D Secure option for payment transactions to ensure information security.

2.16. Upon completion of the trip, the Driver will enter the taximeter fare in the Driver application for payment. Except where cash payment is selected by the Passenger, the payment page will appear on the Passenger's screen and the Passenger will be requested to confirm the payment amount. The Passenger can complete the payment by only clicking "Confirm" button. Upon pressing the "Confirm" button and completing the payment, the Passenger will be deemed to have paid the service fee to BITAKSI and trip fee to the Driver and the Passenger's payment obligation will end. The payments may be reflected to the Passenger's bank account in the form of a single or separate payments totalling to the trip and service fee, depending on the Passenger's bank's procedures.

2.17. The Passenger may choose to tip the Driver at an amount determined by the Passenger before pressing the "Confirm" button. In such case, the Tip will automatically be added to the total trip and service fee and will be collected from the Passenger simultaneously with collection of the trip and service fee amount. Tipping is optional and depends on the Passenger satisfaction.

2.18. If the displayed amount on the payment screen for payments made over the Online Payment System is incorrect, the Passenger can press the "Reject" button and select "Wrong Amount" and ask the Driver to re-enter the fare amount.

2.19. If the credit card or debit card being used on the Online Payment System does not have sufficient limit or the credit card payment cannot be processed for any other reason, the Passenger can use another previously saved credit card or save a new credit card in order to make the payment.

2.20. If the payment cannot be processed via Online Payment System, the Passenger will be liable to make the trip and service fee payments to the Driver in cash.

2.21. The infrastructure for the Online Payment System is provided by MasterCard and BKM Express. BITAKSI only keeps the first six and last two digits of the credit or debit card in its systems. In order to match the existing MasterPass and BKM Express memberships and enable the users to use their cards as a payment tool in BITAKSI, a membership query is made via MasterPass and BKM Express with the mobile phone number registered to the App and if the user has a membership, the user is informed and directed to add the relevant card.

2.22. In case the Passenger's mobile phone is stolen or lost, third parties cannot access Passenger's credit card information. However, in such case the Passenger must notify BITAKSI and request that her/his information is deleted. Otherwise, third parties can use the App and continue making taxi payments. BITAKSI cannot be held liable for such payments made over the App.

2.23. The Passenger agrees not to cause any damage to the taxi she/he hails.

2.24. If the Passenger forgets any items in the vehicle, she/he can call BITAKSI customer service and request to reach the Driver. In such case, BITAKSI customer service will contact the Driver for the relevant item and if the Driver confirms that the item is in the vehicle, the Passenger and the Driver can mutually share their contact information with each other to collect the lost item. While delivering the lost item to the location requested by the Passenger, the Driver may open the taximeter. BITAKSI will only facilitate the communication between the Driver and the Passenger for recovery of the lost items, but cannot in any way be held liable.

2.25. Passenger may inform BITAKSI, through complaints section in the App with regard to the complaints about Drivers. In such case, BITAKSI will give a warning to the relevant Drivers and may disengage with Drivers who repeatedly are complained about. However, since the App is a technological platform aiming to connect Drivers with Passengers and enhancing the quality of taxi rides and

increasing their use, BITAKSI cannot in any way be held liable for any actions or omissions of the Drivers.

2.26. Passenger agrees not to take any action that could be abusive of the services offered by BITAKSI.

2.27. BITAKSI reserves the right to suspend or terminate the Passenger's membership to the App in case the Passenger breaches these Terms.

2.28. Passenger agrees to use the App lawfully and properly and that he/she will be legally held liable for any unlawful action using the App. BITAKSI cannot be held liable directly or indirectly for any unlawful transaction made and/or action taken within or through the App by the Passenger.

2.29. BITAKSI cannot in any way be held liable in case the Passenger is unable to benefit from the services provided in the App due to technical difficulties caused by the Passenger; and the Passenger will not be entitled to bring any claim whatsoever against BITAKSI therefore.

2.30. Passenger agrees that BITAKSI cannot be held responsible, directly or indirectly, for any transactions and/or actions performed by the Driver and/or third parties in violation of these Terms or law over the App or via the App.

2.31. Passenger agrees that she/he is fully responsible for the security and storage of her/his system access tools (username, password, etc.) used in order to benefit from the services offered by BITAKSI through the App.

2.32. Passenger agrees not to duplicate, copy, distribute and process any image, text, visual and auditory image, video clip, file, database, catalog and list found in the App in a way that will constitute an infringement to BITAKSI's and/or any other third parties' real or personal rights and assets.

2.33. BITAKSI may from time to time offer the Passenger the opportunity to benefit from promotions or campaigns. In order to benefit from the promotions or campaigns, the Passenger must comply with the promotion/campaign conditions and do not engage in fraudulent behaviours (including fraudulent agreement with Drivers to take advantage of the promotion/campaign, making misleading statements or creating false Passenger profiles).

2.34. BITAKSI may withdraw, suspend and/or terminate the access of the Passenger to the App in case the Passenger acts in violation of the relevant campaign/promotion conditions and/or engages in a fraudulent manner. If the Passenger receives a notification from BITAKSI in this direction, if he/she thinks that he/she does not violate the requirements of Article 2.33, he/she may contact BITAKSI Customer Service and object to the relevant decision.

3. CANCELLATION

Passenger may cancel her/his membership at any time without a reason by pressing the "Cancel Membership" button under My Profile>My Information>Settings section or calling BITAKSI customer services at 0850 333 4700. Passenger can create maximum 3 new memberships profiles by using the same mobile phone number that was defined for the original cancelled BITAKSI membership.

4. PERSONAL DATA PROTECTION

4.1. BITAKSI cares about protecting your personal data. You may click the links below to review our policies regarding your personal data:

[Privacy Notice on Processing Your Personal Data](#)

[Passenger Personal Data Protection Policy](#)

4.2. Passenger accepts, declares and undertakes that (i) the information contained in the registration form is correct; (ii) only one mobile phone number can be defined for each Passenger profile; (iii) a new mobile phone number can be defined only if a new Passenger profile is created on the App; and (iv)

Passenger will be responsible for any transactions conducted with her/his registered mobile phone number.

5. MISCELLANEOUS

5.1. INTELLECTUAL PROPERTY RIGHTS

5.1.1 The App and all elements associated to it ("BITAKSI's copyright works"), including but not limited to the design, text, images, html codes and other codes are the property of BITAKSI. Passenger cannot use BITAKSI services, BITAKSI information and BITAKSI's copyright works for any commercial purposes. Passenger cannot reproduce, distribute or create any work originating or inspired from BITAKSI's copyright works without explicit written approval of BITAKSI.

5.1.2 BITAKSI's; BITAKSI services, BITAKSI information, BITAKSI's copyright works, BITAKSI's trademarks, BITAKSI business image, BITAKSI business model or all assets including material and intellectual property rights, real and personal rights, business knowledge and know-how owned by virtue of the App are reserved.

5.2. AMENDMENTS

BITAKSI may unilaterally amend these Terms at its own discretion, at any time, by making a notification through the App. The amended provisions of these Terms will be in effect following the approval of the Passenger, which will be obtained via the App on-line, while the remaining Terms will continue to remain in force.

5.3. FORCE MAJEURE

BITAKSI will not be liable for breach of its obligations under these Terms or late or nonperformance of its liabilities in case of occurrence of a force majeure event and during the time it continues. The term "force majeure event" will be interpreted as any events which are beyond the reasonable control of BITAKSI and which cannot be avoided despite BITAKSI's reasonable care, including but not limited to natural disasters, riots, war, strikes, communication problems, infrastructure and internet failures, power outages and bad weather conditions.

5.4. APPLICABLE LAW AND JURISDICTION

The implementation and interpretation of these Terms shall be governed by and the legal relationships arising hereunder will be construed in accordance with the laws of the Republic of Turkey and any dispute arising hereunder or in connection with these Terms shall be settled by Istanbul (Central) Courts and Execution Offices.

5.5. TERMINATION

These terms shall be valid and will continue to be in effect until the Passenger terminates her/his membership. BITAKSI has the right to unilaterally terminate the Terms in case the Passenger breaches the provisions of these Terms or the rules or policies provided under the App.

5.6. VALIDITY OF BITAKSI'S RECORDS

Passenger agrees that the electronic records kept at BITAKSI's own database or server and system records, commercial records, book records, microfilm, microfiche and computer records will constitute valid, binding, accurate and exclusive evidence; and BITAKSI will not be required to take an oath for evidence and this Clause constitutes an evidential contract within the means of Article 193 of Code of Civil Procedure.

5.7. ENFORCEMENT

This Agreement has entered into force with mutual agreement of the Parties following the on-line approval of Passenger.

